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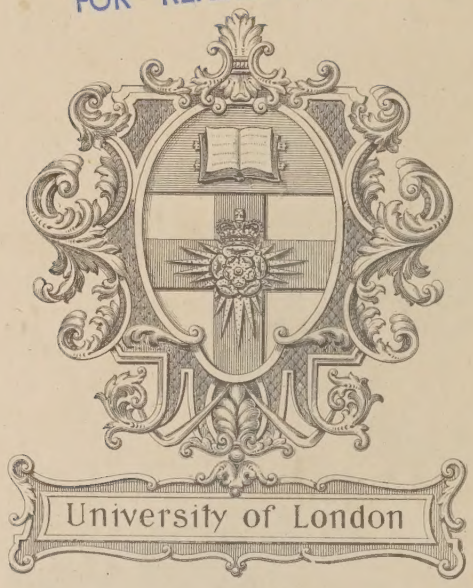

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REPORT

FROM

SELECT COMMITTEE

ON

PETITIONS

OF THE

EARL OF LICHFIELD AND MR. BAXTER,

RELATING TO THE

MANCHESTER AND BIRMINGHAM EXTENSION (STONE AND RUGBY) RAILWAY BILL;

WITH THE

MINUTES OF EVIDENCE.

Ordered, by The House of Commons, *to be Printed,*
12 *June* 1839.

Lunæ, 22° *die Aprilis*, 1839.

Ordered, THAT a Select Committee be appointed to take into consideration the Petitions of the Earl of Lichfield (presented 12 April), and of Mr. Baxter (presented 15 and 18 April), and the Minutes of the Committee on Petition for the Manchester and Birmingham Extension (Stone and Rugby) Railway Bill:—And a Committee was appointed of—

Mr. Poulett Thomson.
Sir Robert Peel.
Mr. Shaw Lefevre.
Lord Stanley.
Mr. Hume.
Lord Granville Somerset.
Mr. Loch.
Mr. Greene.
Mr. Aglionby.
Mr. Williams Wynn.
Sir Eardley Wilmot.
Sir James Graham.
Mr. Edward Ellice.
Mr. Freshfield.
Colonel Davies.

Ordered, THAT the Committee have Power to send for Persons, Papers and Records.

Ordered, THAT Five be the Quorum of the Committee.

ATTENDANCE OF MEMBERS.

Lunæ, 10° *die Junii*, 1839.

Mr. GREENE in the Chair.

Sir Eardley Wilmot.
Lord Granville Somerset.
Mr. Loch.
Sir James Graham.
Mr. Freshfield.
Mr. Aglionby.
Colonel Davies.

Martis, 11° *die Junii*, 1839.

Mr. GREENE in the Chair.

Sir Eardley Wilmot.
Mr. Aglionby.
Mr. Freshfield.
Lord Granville Somerset.

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REPORT.

THE SELECT COMMITTEE to whom were referred the PETITIONS of the Earl of *Lichfield* (presented 12 April), and of Mr. *Baxter* (presented 15 and 18 April), and the MINUTES of the COMMITTEE on PETITION for the MANCHESTER and BIRMINGHAM EXTENSION (*Stone* and *Rugby*) RAILWAY BILL; and who were empowered to report their Opinion, together with the MINUTES OF EVIDENCE taken before them, to The HOUSE;—HAVE considered the Matters to them referred, and have agreed to the following REPORT:—

YOUR COMMITTEE, in the discharge of the duty imposed upon them by The House, felt it right to give to both the Petitioners notice of the sitting of the Committee, that all points connected with the Petitions referred to them might be fully brought under their consideration. Agents appeared on behalf of the Earl of Lichfield, and Mr. Baxter himself attended before the Committee, and every fact was elicited from them which was deemed of the slightest importance.

As, however, the chief allegation contained in the Earl of Lichfield's Petition was the use made of his name by persons who complained of non-compliance with the Standing Orders of this House by the Promoters of the Manchester and Birmingham Extension Railway, it was necessary for the Committee to place upon their Minutes evidence of the practice of the House of Commons in admitting individuals to bring under the consideration of the Committee on Petitions on Private Bills, alleged violations of the Standing Orders with reference to lands belonging to other persons. They therefore called before them Mr. Chalmers, the Clerk of that Committee, who stated, that prior to the year 1836 it was the practice to call upon parties to prove their direct personal interest in each specific objection which they took; that in that year the existing Standing Order, No. 4, page 8, first came into operation, which, while, on the one hand, it confined parties to going into those objections alone which were specifically stated in their Petition, on the other hand, declared that *any* parties should be at liberty to be heard by themselves, their agents and witnesses, upon any Petition which might be referred to such Committee. Mr. Chalmers further stated, that the Committees on Petitions for Private Bills had in several instances had the subject directly brought under their consideration, and had decided that the want of interest in the lands with reference to which the non-compliance with Standing Orders was alleged

to exist, did not preclude the parties from being heard, and that such had been their uniform practice from 1836 to the present time.

It appears to Your Committee, that the Earl of Lichfield's Petition has originated entirely in his Lordship not having been aware of the change in the practice of the House of Commons; and they are decidedly of opinion, that Mr. Baxter was thoroughly justified in the course which he pursued before the Committee on the Petition for the Manchester and Birmingham Extension Railway Bill, and that in complaining of non-compliance with the Standing Orders in the case of the property of the Earl of Lichfield and other persons similarly situated, he was exercising an undoubted right, and acting in perfect accordance with the present practice and regulations of the House.

12 *June* 1839.

LIST OF WITNESSES.

Lunæ, 10° *die Junii*, 1839.

Harvey Wyatt, Esq. - - - - - pp. 5 & 10
St. George Burke, Esq. - - - - - p. 7
Stafford Stratton Baxter, Esq. - - - pp. 11 & 13
Robert Chalmers, Esq. - - - - - - p. 11

MINUTES OF EVIDENCE.

Lunæ, 10° *die Junii*, 1839.

MEMBERS PRESENT:

Lord Granville Somerset.	Mr. Aglionby.
Mr. Freshfield.	Colonel Davies.
Sir Eardley Wilmot.	Sir James Graham.
Mr. Loch.	

CHARLES GREENE, ESQUIRE, IN THE CHAIR.

Harvey Wyatt, Esq., called in; and Examined.

H. Wyatt, Esq.

10 June 1839.

1. *Chairman.*] YOU are agent to Lord Lichfield?—Yes.
2. You know of this petition presented by Lord Lichfield, the 18th of April?—Yes.
3. In that petition it is stated that Lord Lichfield was an assenting party?—Yes, he was long before this petition was offered to the House.
4. What was the date of it?—That I cannot state; but Lord Lichfield gave me directions to say, he was an assenting party.
5. Sir *E. Wilmot.*] He did not sign any assent?—No.
6. He agreed to it?—Yes.
7. Officially?—Yes.
8. *Chairman.*] How did he give his assent?—Merely through my stating to the directors he was an assenting party.
9. About what time?—Six months before the Bill ever came before the House at all.
10. Colonel *Davies.*] Did you communicate that assent to the directors?—Yes.
11. Lord *G. Somerset.*] To which of the directors did you signify it?—Mr. Tutal, Mr. Sharp and Mr. Westhead.
12. Where were they when you communicated this to them?—I think the first time I saw them was at Stafford; but I have seen them so frequently since, that I cannot state that.
13. When you first intimated Lord Lichfield's assent to this line, did you go to them for that purpose, or was it an accidental meeting?—I met them upon matters of business relating to the line through Lord Lichfield's estate.
14. What month was it?—I cannot state it, it is so long ago.
15. Was it before Christmas?—Yes, long before Christmas.
16. Was it before the autumn?—It was in the middle of the summer.
17. Are you aware whether Lord Lichfield's name, as an assenter to this measure, appears upon the return laid before the Private Bill Committee?—No, I am not aware that it does; I am not aware whether he ever signed any assent or not, having given me authority to state he was assenting.
18. Are you aware whether parties in the country were aware he had given his assent to the measure?—Yes, no doubt many.
19. Which of the parties should you say knew of it?—Many of the landowners on the line; there was no question that it was publicly known.
20. Which of the landowners on the line were aware of it?—Lord Ferrers and Sir Clifford Constable.
21. Was Lord Ferrers assenting?—Yes.
22. Can you mention any one landowner on the line who was aware of Lord Lichfield having given his regular assent to the line?—No, I cannot positively state any name.

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23. Can you account for Lord Lichfield's name appearing in the return deposited in the Private Bill-office as giving no answer?—Only in this way: I believe it to be necessary for them to report one way or another as to the assents in writing, and having had his assent through his agent, and not having his assent in writing, it was so reported.

24. Was any application made to you for his assent in writing by any body?—Yes; I recollect, when Lord Lichfield was at Trentham Abbey, there were some documents came down for him to sign bail; I cannot recollect whether there was any document for his assent, but he had given his assent long before.

25. Did Lord Lichfield ever give his assent in writing to this measure?—Not that I know of.

26. Was he ever asked to sign any document giving his assent?—I rather think he was not, after having given his assent through his agent.

27. He never refused, to your knowledge, to give a written assent?—I am sure he did not.

28. Did any discussion take place between you and Mr. Baxter previous to the presentation of your petition, as to any assent of Lord Lichfield?—No.

29. Did you make any representation to the parties opposing the Bill that Lord Lichfield was an assenting party?—Yes, I was questioned about it.

30. Did you ever state to the parties opposing the Bill in the Standing Order Committee that he was an assenting party?—Merely my public declaration before the Committee, but never privately to them; it was so notorious.

31. Did you make any statement to the parties opposing the Bill before they took this objection?—No, I never had any particular communication with them upon the subject; I was examined more than once.

32. You were examined more than once in the Standing Order Committee upon this Bill?—Yes.

33. Had you any communication with Mr. Baxter or the other parties upon the subject of the Standing Orders not being complied with previous to their taking these objections?—No.

34. You cannot, of your own knowledge, state that they were aware that Lord Lichfield was assenting?—Yes, I should say they must have been aware of it, because I had proved it.

35. I am saying, before you proved it in the Committee?—No.

36. When did you first know that this formal objection was taken on the part of the opponents of the Bill?—During the sitting of the Committee, when I heard the allegations of the petition.

37. What part of the sitting; because it was a longish sitting?—From the commencement; I was there at the commencement.

38. Did you see the objections in a schedule?—I heard many objections read in the schedule, before they went to the Committee, or just at the time they were prepared.

39. Was your attention drawn to those objections by Lord Lichfield, or by whom?—By the solicitor in favour of the Bill.

40. Did you then express any astonishment that Lord Lichfield was put among the parties giving no answer?—No, I was not at all aware he was put in as a party not answering; I was surprised to hear it this moment.

41. Do you mean to say you were not before aware that Lord Lichfield was inserted in the list of assents and dissents, as not answering?—No, I was not; I took for granted he was returned as assenting.

42. Mr. *Freshfield.*] Had you any treaty with the directors for any compensation to be paid to Lord Lichfield for his land?—Yes.

43. Was that about the time that you communicated to them his assent?—Lord Lichfield assented before that arrangement.

44. The assent you communicated did not depend upon the terms of that arrangement?—No; he had been an assenting party also to the Bill called the Manchester and Birmingham Extension Line of Railway.

45. Colonel *Davies.*] Did you not state that certain documents were sent down to Lord Lichfield?—Yes, but I did not know the nature of them; they were large sections, showing the quantity of land they took from Lord Lichfield.

46. No

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46. No document for his signature?—I do not recollect it; but I should have taken no notice of it, not being aware that a written communication was necessary, having communicated his assent myself.

47. Mr. *Aglionby.*] Before going into the Committee, had you seen the petition presented by the opponents of the measure?—I saw the allegations, but I do not recollect the petitions; I cannot say whether it was before or after.

48. You had not seen the allegation respecting Lord Lichfield's property before you went into the Committee?—I saw it in the schedule before those particular objections were gone into before the Committee.

49. Had you not seen it in the petition before that?—No, I had seen it in the solicitor's hands.

[*Robert Gibbons, Esq., produced and delivered in the lists of assents, dissents and neuters, which had been delivered in to the Committee upon the petition for the Stone and Rugby Railway Extension Bill. It appeared upon the list of owners that Lord Lichfield was returned as having given no answer.*]

50. Lord *G. Somerset.*] Turn to the way in which Lord Ferrers is entered among the list of owners interested in this line?—It is here.

51. How does it appear?—No answer given from the Earl of Ferrers: it also appeared that Lord Ferrers was not an occupier or lessee.

52. *Chairman* (to Mr. Wyatt).] What led you to suppose that a written answer was necessary at all?—I have understood that such was the case; I was surprised to hear it when so direct an assent had been given.

53. Were you in the Committee on the first day of March?—I do not recollect; I was in the Committee when first the Bill went into Committee; I do not recollect the dates.

54. Do you recollect giving any evidence as to Lord Lichfield's answer?—No; I was asked more than once, in the progress of the Bill, whether he was an assenting party, and I stated he was.

55. Do you remember the list of assents and dissents being referred to by the desire of the honourable Chairman, whether he was an assenting or dissenting party, and that it appeared he returned no answer?—No, I have no notion that that was the fact.

56. Has there been any contract pending with Lord Lichfield?—No.

57. Did you in any manner, or did any body, to your knowledge, notify to the opponents of the Bill that Lord Lichfield was an assenting party before they raised the question in the Committee?—I do not know that, but I know that the parties who raised these objections must have known it; it was notorious throughout the county; it was generally known, though I cannot call to memory the different parties.

58. What means could they have had of knowing that he assented, when in the document of the promoters he appeared as returning no answer?—Many landowners in the county asked me whether he was an assenting party or not, and I always said he was.

59. Sir *E. Wilmot.*] An assenting party?—Yes.

St. George Burke, Esq., called in; and Examined.

St. G. Burke, Esq.

60. *Chairman.*] YOU are the Parliamentary agent employed by the opponents of the Bill?—Yes.

61. And have had considerable practice as a Parliamentary agent?—Yes.

62. You know what has been the practice since the new Standing Orders in the year 1836, with reference to petitions for Private Bills?—Yes, I do.

63. Can you state whether Mr. Baxter acted under your advice in the proceedings before the Committee?—Entirely so.

64. You saw no objection, as having experience in Parliamentary matters, to his taking the case of Lord Lichfield, and the non-compliance with the Standing Orders, as to the fields belonging to Lord Lichfield, before the Standing Order Committee?—It was my advice, and I will explain to the Committee what that advice was: Mr. Baxter's case, in endeavouring to throw out this Bill upon the Standing Orders, being employed by the landowners, was to show

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show that due diligence had not been used by the parties in complying with the Standing Orders, and my advice was, to ascertain, as far as he was able himself and his assistants, all the cases in which the parties appeared to have committed flaws in their proceedings: Mr. Baxter took that course, and went over the ground, and ascertained from inquiry all the cases in which they had inserted in their books of reference the wrong owners and occupiers of property; he was also assisted by a book or document, lodged by the promoters of the Bill themselves in the month of November last year, which book was called a book of addenda to the book lodged by them in March 1838. That book of addenda contained a great many alterations in the books deposited in the month of March. I instructed Mr. Baxter to ascertain from that book which of those alterations related to changes of property arising since March, and which in point of fact were corrections of errors committed in the month of March 1838. I told him I was of opinion that if he could discover any cases in which this so-called book of addenda was a book of corrigenda of errors committed in March, he was entitled to allege those errors in his petitions, because it was not at all justified by any Standing Orders, that parties who had committed great errors in March should have an opportunity of correcting them by a subsequent deposit.

65. Mr. *Aglionby.*] Do you know of any instance in which a book of addenda has been deposited?—No, but I have known cases admitted of corrections in red ink, and deposited in the Private Bill-office. Mr. Baxter then selected from this book those cases that were corrections, and those cases that arose from change of property, and, if my recollection serves me right, the very case of Lord Lichfield appeared in this book of addenda, and I then, upon the information so supplied to me of those cases, myself prepared the petition and the whole of the allegation. I believe Lord Lichfield's case, which has been reported on, and which is the subject of this petition, was one of those cases which arose upon the book of addenda, and which Mr. Baxter upon inquiry discovered to be, in point of fact, the correction of an error committed in March 1838.

[*The book of addenda was produced, and put into the hands of the Witness.*]

66. Is that book you have in your hand the book of addenda?—Yes, lodged by the promoters of the Bill themselves in the Private Bill-office; this must have been deposited, in the month of November, with the clerks of the peace. I find, in the township of St. Michael, Lichfield, is the following entry: "No. 1, acres 10; owner or reputed owner, for Thomas Oldacre, read the Earl of Lichfield." I therefore made a distinct allegation on that ground, that the books of reference deposited in March last were incorrect, because I felt No. 10 ought to have been inserted as belonging to Lord Lichfield, instead of Thomas Oldacre; the whole of the petition was prepared upon that principle, and wherever error existed, whether it had reference to the property of assenting or dissenting landowners, according to the universal practice adopted in Parliament since the new Standing Orders came in force, I inserted it in the petition; I moreover advised Mr. Baxter, in accordance with that practice, that it was not at all necessary for the petitioners to be the parties aggrieved by any specific non-compliance; but if he got information from any landowners, or any person upon the land, to bring the matter before the cognizance of the Committee upon the petition, and they would enter into the matter as fully as if every party aggrieved had petitioned. Mr. Baxter, I believe, acted entirely upon that advice; and, moreover, it was recognized by the honourable Chairman as the practice, and we proceeded upon the petition so framed. I have no other evidence upon the point.

67. Was not Lord Lichfield's name made use of, without reference to whether he was assenting or dissenting?—Yes, quite so.

68. And without his permission?—Without any communication with him.

69. Were not your clients aware that he was an assenting party?—As the question is put to me, I have no objection to state the fact; my answer is this: In all the communications I have had with my clients, they gave me to understand that they believed Lord Lichfield would assent when the parties concurred in certain terms he imposed upon them; but, till they did that, no assent would

be

be given; and I am quite satisfied, if they had been authorized, they would have inserted it.

70. Mr. *Aglionby.*] Do you mean to say that you understood it was the belief of the opponents of the Bill that Lord Lichfield's assent was conditional, depending upon the terms offered to the company?—Yes, entirely so.

71. Sir *Eardley Wilmot.*] But whether the parties were assenting or dissenting you did not consider it at all necessary to get their authority or refusal; but, according to your construction of the Standing Orders, you were at liberty to take any objection on the whole line?—Yes; my object was to make out a case of want of diligence on the part of the promoters of the Bill.

72. Mr. *Aglionby.*] When you speak of the belief of your clients, do you include Mr. Baxter as one of those gentlemen entertaining that belief?—Yes, I do.

73. Lord *G. Somerset.*] In the experience of yourself as a Parliamentary agent, do you remember any other case in which objections have been taken of a similar character; that is, objections on the part of individuals expressing no opinion, or expressing an assenting opinion?—Yes, a great many; I have unfortunately lost Bills upon objections taken in this manner without reference to the parties assenting: and the honourable Chairman will recollect the case of the Tamworth and Rugby Railway, of a similar kind, where the Bill was thrown out.

74. You mean objections were taken of that description without any reference to the parties themselves?—Yes.

75. And they were admitted by the Committee sitting upon petitions, and proved fatal to the measure?—Yes, they were.

76. Can you state any other instance besides that of a similar character?—I should wish, in giving that answer, to guard myself against stating distinctly that the objections were taken with reference to the assent or dissent of the party. I do not think any objection was taken upon the ground of dissent; the principle was that universally laid down, that a party might be heard upon objections affecting other parties, and I am not able to state whether they assented or dissented, but I believe there is a variety of cases in which the objection was taken whether they assented or dissented. I have repeatedly endeavoured to object to parties being heard upon allegations because the petitioners were not aggrieved by the non-compliance proved, and I was always overruled.

77. You were stating a case in which you acted as agent in favour of a Bill?—Yes, the Tamworth and Rugby Railway.

78. Objections were taken of a similar form and character, and they were allowed, in spite of your opposition?—Yes; and, strange enough, Mr. Baxter was my opponent.

79. Mr. Baxter was on the same side and you were on the other?—Yes; and in regard to the same line of road.

80. Can you state any other railroad where a similar course was pursued?—Yes; I have had one this year thrown out, and have myself thrown out another. The Dean Forest Railway was thrown out, upon objections taken under the Standing Orders, without reference to whether the petitioners were interested or not; and the Bradford Water Works Bill was another case of the same kind. Two landowners were the principal petitioners.

81. Colonel *Davies.*] Upon the line?—Yes.

82. And interested parties?—Yes; but the particular non-compliance of which they complained did not affect them; they were interested in the general question.

83. Mr. *Aglionby.*] Were the objections you have been speaking of in other Bills, the same as in these specific allegations, that of wrong owners' names entered in the book of reference?—Yes; there were allegations of that kind in both of them.

84. Does that practice, sanctioned by the Committee, and founded on the Order of the House, give rise to considerable expense before Committees?—I think it does.

85. Do you remember in how many cases in this particular Bill, the Stone and Rugby Railway, there were objections taken on specific allegations of wrong owners being inserted?—No; I do not recollect how many there were;

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a great many, but I do not recollect how many on that particular head; there were 400 specific allegations of error altogether.

86. Four hundred and fifty, were there not?—I think under 400 specific allegations.

87. You do not recollect how many of those were allegations of wrong owners?—No.

88. Can you say whether there were 50 in which the landowners had given no instructions to take the objection?—I have not made any calculation as to numbers.

89. How many cases of non-compliance were there altogether found?—I think upwards of 50 found, and upwards of 50 admitted, with regard to the deviation line; upwards of 100 altogether.

90. Of the first 50, can you state how many had reference to the properties of parties mentioned in Mr. Baxter's petition, presented the 15th of April?—I see it states here 13, and we prepared it with care at the time; I do not come prepared to speak to that.

91. You believe it is correct?—Yes.

92. Of that number, how many appeared to be assenting on the documents in the House?—Three.

93. Are you able to state how many more of them were assenting in reality, though not entered in the list of assents and dissents?—I do not know.

94. Were there many?—I would have come prepared with the number, if I had thought it would be necessary, but I cannot speak to it without reference to documents.

95. Did that practice occasion considerable delay and expense in the particular measure?—Yes, no doubt of it; we went into a great many cases that we could not have gone into if a different practice had prevailed.

96. Can you state the amount of the expense incurred in this investigation?—I have understood that the parties made a great grievance of having expended 10,000*l.*

97. Not upon this investigation?—Yes, upon this inquiry; it was stated so in the House by Mr. Mark Phillips.

98. Not upon these particular objections?—No, upon the whole objections.

99. Can you say whether the necessity of establishing these objections caused your clients a great expense?—Yes, a very great expense.

100. That particular class of cases?—Yes.

101. Have you made any estimate of the expense?—No, I have nothing to do with paying those expenses; it is principally in the witnesses.

102. Can you say whether it was some thousands?—I hope not; but Mr. Baxter can speak to that.

103. And great delay?—Yes, no doubt, very great.

104. *Chairman.*] Were not similar objections taken to the Fiddler's Ferry line in the course of the last year?—Yes; I was the party taking them; the other parties opposed me, but I succeeded.

105. Mr. *Aglionby.*] Has it not been so ever since the Standing Orders were revised in 1836?—Yes, it has.

106. You are speaking as far as you know, in your own practice, which has been very great?—Yes, as far as Mr. Baxter is concerned; if there was any error in it, he acted entirely under my advice.

Harvey Wyatt, Esq., called in; and further Examined.

H. Wyatt, Esq.

107. *Chairman.*] HAVE you any thing further to state to the Committee?—I merely wish to state that the lists of assents and dissents were printed in the county papers, and other papers; and among the assents Lord Lichfield's name was included; I should say six months before the Committee met.

108. Where did you see the list so published?—In "The Staffordshire County Advertiser."

109. Sir *E. Wilmot.*] Was it put in officially?—It was put in by the company, by Lord Lichfield's request, and Lord Anglesea and others.

110. You know that of your own knowledge?—Yes, I do.

Stafford

Stafford Stratton Baxter, Esq., called in; and Examined.

S. S. Baxter, Esq.

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111. Mr. *Aglionby.*] DID you go over the line with a view to make out the objections?—Yes, I did.

112. Did you find a tenant of Lord Lichfield's, of whom you made any inquiry?—Yes, I did.

113. What was his name?—I do not recollect; he lives near Collom Bridge.

114. What statement did he make to you?—He told me, he understood that Lord Lichfield had not assented to the Railway; that he understood Lord Lichfield and the Railway had not come to any arrangement.

115. Did you in making out the list of objections act according to the opinion of Mr. Burke, founded upon his opinion of the Standing Orders?—Yes, I did.

116. Did you do that without reference to whether they had assented or dissented?—Certainly.

117. And had no authority from Lord Lichfield, one way or the other?—No.

118. Is that always the practice?—I have seen it adopted some years ago; from the opinion of Mr. Burke, I have no doubt it is.

119. *Chairman.*] Did you ever see in the "Stafford County Advertiser" the name of Lord Lichfield as assenting?—No; I do not take it in.

120. Did you know he was an assenting party?—I did not.

121. Did you know from any person whether Lord Lichfield was an assenting party before you saw the tenant?—No, I did not.

122. Colonel *Davies.*] Have you had much practice before Committees?—No, only two years ago, and in the present Session.

123. *Chairman.*] About what time had you this conversation with the tenant of Lord Lichfield?—Either in December or January last, when we went along the line to get up the case.

Robert Chalmers, Esq., called in; and Examined.

R. Chalmers, Esq.

124. *Chairman.*] YOU are clerk to the General Committee on Petitions for Private Bills?—Yes, I am.

125. And have been so since its appointment in 1836?—Yes; I am the Principal Committee Clerk of the House.

126. Are you aware when the Standing Order No. 4. was first adopted?—I think it was adopted in the year 1837 or 1836.

127. Will you read that Standing Order?—"That before such Sub-committee the compliance with the Standing Orders shall be proved, and any parties shall be at liberty to appear and be heard, by themselves, their agents and witnesses, upon any petition which may be referred to the Committee, complaining of a non-compliance with the Standing Orders, provided the matter complained of be specifically stated in such petition, and that such petition be presented three clear days before the first meeting of such Sub-committee.

128. Do you know what the practice under that Order has been as to hearing allegations of non-compliance with the Standing Orders, with respect to lands in which the petitioner has no interest?—I believe the practice is to admit any persons, though they have not been interested in the lands mentioned in the petition, according to the regulations drawn up here.

129. Do you know what the practice was before?—The practice was always to object to and exclude persons, unless they could prove they were interested, or were the agents of persons interested.

130. Mr. *Aglionby.*] Was that practice founded upon a Standing Order differing in words from that which you have just read?—Yes, it was.

131. See if you can refer to it in the former Standing Orders?—I am afraid it rested in practice, but it was the constant practice.

132. *Chairman.*] Under the old system it was not necessary to point out the specific allegations in each petition; it was not necessary to state all the grounds of objection?—No, it was not; it was only in consequence of the late regulation.

133. That practice of obliging the parties upon petition to show all the grounds of objection, took place at the same time, did it not, with this increased power, which was given to any party to appear?—Yes, it did.

R. Chalmers, Esq.

10 June 1839.

134. Can you produce any minutes of proceedings whereby you can show a precedent of its having been argued before a Committee, and the Committee deciding upon the practice?—Yes, I can; I hold in my hand an extract from the book of the proceedings two years ago, from which it appears, in the case of Lancaster and Preston Railway, the petitioner was allowed to be heard, though he was not a party interested; and in the case of the Bristol and Gloucester Railway, there was an objection, that the party petitioning had no right to be heard, as he was not described as an owner or occupier on the line; the objection was raised, and the Committee, upon considering the matter, decided that the petition should be gone into; and there is another case of the Grand Junction Railway, where the same objection was raised, and the same decision come to.

135. Lord *G. Somerset.*] Can you point out any case in which a party applying to a Committee to be heard upon technical objections, in which other parties were interested, and not himself or others he represented, was refused to be heard upon those points subsequent to the new Orders?—No, none in my recollection.

136. You can also state, perhaps, whether, recollecting the case we are now inquiring about, you remember any case in which parties have been heard under similar circumstances?—Yes, I recollect several since.

137. In reference to the Standing Order you have just read?—Yes.

138. Several?—Yes.

139. Mr. *Freshfield.*] Is it the result of the practice that any person not immediately interested in the subject may take an objection and be heard as to the non-compliance with the Standing Orders?—Yes.

140. Sir *E. Wilmot.*] Whether the property of the party so objected to assents or not?—Yes.

141. Colonel *Davies.*] In the case of assent or dissent, is the assent valid except given in writing?—It must be proved; the lists are produced, and they must be proved to the satisfaction of the Committee.

142. Is it not necessary that it should be in writing?—Yes; the Standing Order requires that they should apply for the assent and produce it, and it must be produced for the satisfaction of the Committee.

143. Sir *E. Wilmot.*] The assent must appear by the list?—Yes; and if any person objects to any thing appearing upon it, whether interested or not, he will be allowed to prove his objection.

144. Mr. *Aglionby.*] In making out the assents, it is not necessary that the assent should be given in writing?—Oh, no.

145. You have spoken of objections taken generally by parties not interested, tell me what has been the practice since the Order was made as to wrong ownership being made a specific allegation; do you know of cases in which a great number of objections have been made under the specific allegation that the wrong owner has been entered?—Yes, I have seen an allegation to that effect.

146. Has it been the practice to make those allegations, and support them upon petitions before the Committee in cases where the real owner had been assenting to the Bill?—Yes; I have known such a case.

147. Is it the general practice?—I have known it frequently the case.

148. Has it been the general practice since the Order was made, to make objections on the ground of non-compliance without regarding whether the party was an assenter, dissenter or was neuter?—It would be stated in the petition, and the party would be allowed to go into it.

149. Has that point been raised before Committees?—I have no doubt of it, but I do not recollect it.

150. Lord *G. Somerset.*] You do not recollect any party being rejected upon that ground?—No.

151. *Chairman.*] Is it not the duty of the promoters of the Bill to return in the lists deposited, the correct answers they have received?—Yes.

152. And when they receive an assent they generally return it?—Yes, always; they are asked whether the answers set down are correct; if there is any objection raised by petition or any thing else, the question is always asked.

Stafford

Stafford Stratton Baxter, Esq., called in; and further Examined.

S. S. Baxter, Esq.

10 June 1839.

153. YOU are a professional gentleman?—Yes.

154. Where do you reside?—Atherstone, in Warwickshire.

155. By whom were you employed?—Sir George Chetwynd, the Honourable Colonel Howard, Sir Charles Wolsley, General Dyot, and the Reverend Mr. Levett, and a great many of the principal landowners.

156. Are they all landowners on the line whose property will be affected more or less by this Bill?—Yes.

157. And to a large extent?—Yes.

158. Mr. *Freshfield.*] And your opposition was a *bonâ fide* opposition to reject the Bill, and not to put the parties to unnecessary expense?—Quite so.

REPORT

FROM

SELECT COMMITTEE

ON

PETITIONS

OF THE

EARL OF LICHFIELD AND MR. BAXTER,

RELATING TO THE

Manchester and Birmingham Extension (Stone and Rugby) Railway Bill;

WITH THE

MINUTES OF EVIDENCE.

Ordered, by The House of Commons, *to be Printed,*
12 *June* 1839.

306.

MINUTES OF EVIDENCE

TAKEN BEFORE

THE COMMITTEE

ON THE

LONDON AND BIRMINGHAM RAILWAY BILL.

Ordered, by The House of Commons, *to be Printed,*
2 *May* 1839.

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COMMITTEE

ON THE

London and Birmingham Railway Bill.

Martis, 19° *die Martii*, 1839.

W. S. DUGDALE, ESQ. IN THE CHAIR.

THE PETITION of John Robins against the Bill was read.
Counsel in support of the Bill, Mr. *Harrison* and the Hon. *J. C. Talbot.*
Agents, Messrs. *Dorington, Hayward,* and *Ellicombe.*

Counsel for the Petitioner, Mr. *Austin* and Mr. *Perry.*
Agents, Messrs. *Yates* and *Turner.*

Mr. *Harrison* was heard to open the case in support of the Bill.

Richard Creed, Esq., called in; and Examined by Mr. *Talbot.*

R. Creed, Esq.

19 March 1839.

1. I BELIEVE you are one of the Secretaries of the London and Birmingham Railway Company?—Yes.

2. And have been so from the commencement of the undertaking?—Yes.

3. Just state, as shortly as you conveniently can, what the amount of capital is which has been already raised?—We have raised in the whole 4,980,914 *l.*, up to the 31st of December last.

4. Just have the goodness to tell us, as the preamble in fact does, how much has been raised, and under what Acts?—We have raised by shares 2,500,000 *l.* under the original Act, and 625,000 *l.*, which we were empowered to raise by loan, under the Act of Victoria.

5. Two millions and a half was the capital by the original Bill, and then you had power to borrow 625,000 *l.*?—Yes; under our Acts we have got 4,500,000 *l.*

6. I think, under the powers, be they what they may, under the first Act, you did only borrow 625,000 *l.*?—We borrowed on mortgage the full third of the capital of 2,500,000 *l.*, and then we had an amended Act, by which that was raised to 1,000,000 *l.*

7. What was the amount you borrowed under the first Act of Parliament?—£. 2,500,000 was raised by shares, and we borrowed 835,000 *l.*

8. Do I understand that is entirely under the original Act?—Yes.

9. Then we come to the second Act?—Under which we had power to raise 1,000,000 *l.* instead of the 835,000 *l.*

10. *Committee.*] That is 165,000 *l.* more?—Yes.

11. Mr. *Talbot.*] Then all you got by the second Act was power to borrow an additional 165,000 *l.*?—In addition to that 165,000 *l.* there was 1,000,000 *l.* besides, making the total capital we had power to raise under our Acts 4,500,000 *l.*

12. Just re-state it, will you; I am told you are wrong in your statement?—First, 2,500,000 *l.*; then the third of 2,500,000 *l.*, which was subsequently raised to 1,000,000 *l.*, and then again another 1,000,000 *l.*

13. *Committee.*] Under what Act was that last 1,000,000 *l.* authorized to be raised?—Under the 1st of Victoria.

14. Then the total money which you have raised, supposing you have carried out your powers, amounts to 4,500,000 *l.*?—Yes, under the powers of our Acts

15. Mr. *Talbot.*] Now what is the amount that has been expended?—The total

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total amount that we had expended, up to the 31st of December, for capital, was, 4,980,914*l.* 3*s.* 5*d.*

16. So that you have, in fact, expended nearly half a million more than you had power to raise?—Yes.

17. How have you got the money?—We have raised it partly on notes payable at 12 months date, falling due at different dates; and it is partly owing on account current.

18. It is in part to repay that sum, and partly to raise a further sum, that you come for this Act?—That is the object.

19. Explain to the Committee what it is that yet remains as a source of expenditure?—We have still some of the most important of our works to complete; but the principal expenditure we are likely to incur is, for the carrying department, for the completion of our passenger stations, cattle stations, and stations for our goods; and also an increase in the machinery for carrying on our carrying business generally, so as to meet the probable wants of the traffic.

20. *Committee.*] By machinery do you mean locomotive power?—Yes, but principally waggons.

21. Then you have spent part of the million you are going to ask for now?—Yes, we have incurred debts to that extent.

22. Mr. *Talbot.*] You borrowed that among your proprietary?—Partly among our proprietary, and partly on our credit generally.

23. Can you tell me, Mr. Creed, whether, according to the statement of your preamble, additional buildings, and other conveniences for the public, and the completion of the said undertaking, are required?—Indispensably necessary.

24. You are pretty clear also that you cannot do that without more money?—I believe I may state that as certain.

25. *Committee.*] You cannot do it out of your profits?—No, certainly not.

26. Mr. *Talbot.*] Do you think the further sum of half a million beyond the expenses already gone to will suffice for the purpose?—We are as satisfied as it is possible for any human being to be.

Cross-examined by Mr. *Perry.*

27. You are one of the secretaries of this company?—I am.

28. Was not Captain Moorsom also another?—Captain Moorsom was joint secretary.

29. Is he still joint secretary?—Captain Moorsom ceased to be joint secretary a few days since, a week since.

30. You say the company were empowered to raise two millions and a half by their first Act?—Two millions and a half.

31. By means of shares?—Yes.

32. How much of that remains unpaid?—£.250,000.

33. Mr. *Perry.*] Have there been only 90*l.* paid?—Yes.

34. That is, 250,000*l.*?—Yes.

35. Then under the second Act there were other shares?—Yes, there were.

36. Twenty-five thousand shares, at 25*l.* each?—Yes.

37. What has been the amount raised on those shares?—£. 5.

38. That is, 125,000*l.*?—Yes.

39. That leaves half a million not paid up?—Yes.

40. Then we have on the two sets of shares 750,000*l.* of capital of the company, which they have the means of obtaining if they apply for it?—There is, with the 10 per cent. on the original capital, 750,000*l.*

41. They have the means of obtaining that without coming to Parliament?—No, we have already raised it, by the powers given to us by our Acts, on debentures. We have powers under our Acts to raise to the extent of 1,375,000*l.* by way of mortgage, and the remainder of the money, not called for on our shares, by loans.

42. *Committee.*] How many shares were authorized to be raised, 25*l.* shares?—Twenty-five thousand, the same number we had by the original Act; 25,000 by the 100*l.* shares, and 25,000 by the last Act.

43. Those last 25,000 were 25*l.* shares?—Yes, on which we have received 5*l.* per share, and on the former 90*l.* per share.

44. That

44. That is 500,000 *l.*, in truth, remaining on the 25 *l.* shares which are not called for?—Yes.

45. Mr. *Talbot.*] I understood you to say, Mr. Creed, that 10 *l.* on the original shares, and 20 *l.* on the quarter shares, has been fixed, pledged to persons who have advanced money on the faith of those shares?—It has.

46. And the security which those persons hold, is the liability of the original and the quarter shareholders, by their respective deeds, to make good those shares when called on?—Yes.

47. That is the security, independent of the mortgage of the works, for instance?—Quite so.

48. I wish to know from you whether, in your judgment, supposing that course had not been resorted to, the works could have been completed to their present extent in the same time?—I should say, certainly not.

49. It accelerates the operations of the works, to put in force the power which the Act gives you of borrowing money on the security of shares, rather than making repeated calls on the shareholders?—Yes.

50. Is that an economical mode of proceeding?—We should have found it difficult to carry on the works without having recourse to that proceeding; I know of no other mode.

51. That is, the power that is given you by your original Act?—We have exercised the power given by our Acts.

52. With respect to the 250,000 *l.*, that is under the power given by the original Act?—Under the power given by the original Act.

53. I perceive that by that clause it is made a condition precedent to your exercising that power of borrowing on the security of shares, that a certain amount of shares should be paid up?—Yes.

54. *Committee.*] Although you have only remaining 20 *l.* on the 25 *l.* shares, and 10 *l.* on the 100 *l.* shares, you have spent the whole of the money?—Yes, and 480,000 *l.* more.

55. When you say it would be more convenient that the works should be carried on more expeditiously by borrowing money in anticipation of your calls, how long is it since the last money was borrowed on the credit of that remaining call?—I could not at this moment say, because it has been going on progressively.

56. Your books will state?—I have not brought them with me.

57. You ought to be prepared to answer those questions?—I had no notice given to me.

58. I am not bound to give you notice of the questions I intend to put to you.—

> Mr. *Talbot.*] I do not dispute the course the Honourable Member is pursuing; but, as a justification of the witness, I should beg to state, that we looked at what was to be stated against us, rather than to questions by the Committee.

59. *Committee.*] As a matter of courtesy, I may inform you, that I shall have a great many questions to put to you. Is there any time fixed for the payment of the money borrowed?—These loans vary; some are at three years, some of them are at five years, and a few at seven years.

60. When should you be prepared to answer this question?—I could answer it in the course of the morning.

61. Then I think it would be advisable that the books should be here to-morrow?—Certainly.

62. Did you say this morning?—Yes; it will only be the time necessary for me to go to the repository.

63. Then, according to your statement, there is a sum of 750,000 *l.* not yet called for from the proprietors?—Yes.

64. Now, allow me to ask you, whether the whole of the shares are distributed, of the 25,000 shares originally empowered to be distributed under the Act of Parliament?—Every share.

65. Were there any defaulters?—Not any. When I say not any, there have been some few, a very trifling number indeed, of parties who had died, and whose residences could not be found; but the number does not exceed 23 of the 100 *l.* shares, and 150 of the 25 *l.* shares.

 66. What

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66. What have become of those 150 shares?—They are sold, and credited to the account of the company.

67. They became forfeited shares?—There is a sum of 4,440 *l.* carried to the credit of the capital account.

68. Was the sum of money, or the sums which had been called by the company from those proprietors who afterwards became defaulters, returned to those parties who were originally subscribers to the undertaking?—In every instance where they have been claimed.

69. How many have there been not claimed?—The number must be small, as you may see by the amount.

70. It is advisable that we should know?—I cannot tell without referring to the books; if you wish it, I will ascertain it.

71. That will dispose of the 25,000 under the first Act; now I come to the second; have the goodness to state whether the whole of this 25,000 have been distributed?—They have.

72. £. 25 have been paid on them all?—Yes; on the 31st of December the actual amount received on the 25 *l.* shares was 124,525 *l.*

73. Satisfy the Committee as to the precise sum which has been borrowed on this 750,000 *l.* which remains to be called?—The total sum is 1,750,000 *l.*, which is the sum which has been raised in anticipation of those calls.

74. Then the whole of it has been raised?—Yes.

75. £. 1,375,000 on the mortgage of the tolls?—Yes.

76. What is the total sum authorized to be raised on the mortgage of the tolls?—£. 1,375,000.

77. Then you have borrowed the whole of that?—Yes.

78. Are you sure that is correct?—Yes.

79. Are you quite certain of that?—Yes.

80. Now, you say that it was more likely to bring the work to a completion, to be enabled to borrow the money from the public instead of making calls from the proprietors; now, how do you satisfy the Committee it was more advisable to borrow money than to make calls on the shareholders?—It was the opinion of the directors, in the deliberate exercise of their judgment, that it was so.

81. Allow me to ask you, in your opinion, were the directors guided at all by its being cheaper to raise money by loan this way, instead of raising money from those proprietors, on which they would have to pay a greater rate of interest in the shape of dividend?—I believe on those occasions the judgment of the directors was consulted; individually, they were of opinion that to borrow was the most advisable course with respect to the undertaking generally.

82. It seems to me it would have been more advisable to call for the remaining money on the calls?—That money is already pledged; I do not understand how it is possible to call for it when it is pledged.

83. When do they propose to call for the money from the proprietors in discharge of this loan?—As it is required.

84. It is expended; therefore it is required now?—Which is it you are speaking of?

85. The 750,000 *l.*—They will not call on the proprietors for those monies till the debentures fall due.

86. When were they issued?—They were issued at different periods, when the money was required.

87. When was the first issue?—This is a point on which I understood I was to give you detailed information.

88. *Committee.*] Then we will defer it?—If you please.

Mr. *Creed* then left the Committee to procure the books, and it was agreed in his absence to take Captain Moorsom's evidence.

Captain *Moorsom*, called; and Examined by the *Committee.*

Captain *Moorsom.*

89. I DO not wish to put any questions with regard to the money, as Mr. Creed will be able to answer any question of that sort. Do the company at the present moment charge for passengers the full amount which they are authorized to charge by the Act of Parliament?—The highest fare is by the mail,

mail, 32 *s.* 6 *d.*, which I believe on calculation will be about the maximum fare.

90. Be so good as to state to the Committee how the maximum is made up, whether it is per mile, or how it amounts?—I believe it is 3 ½ *d.*

91. I wish to separate the toll from the charge for locomotive power?—I am unable to make any separation of toll from the gross amount.

92. What section is it?—One hundred and seventy-four is the locomotive power, 173 the scale of tolls.

93. What I want to ascertain is how that 32 *s.* 6 *d.* is made up, the charge for the mail fare?—Is it not 3 ½ *d.* per mile?

94. Not according to clause 173, I think.—No, but there is clause 175.

95. What is 173?—The toll for the use of the railway as proprietors of the road.

96. I want to know how the 32 *s.* 6 *d.* is made up; what for toll and what for locomotive power?—I am unable to make any separation between the toll and the gross sum charged.

97. Can you inform the Committee what is the maximum amount of toll that can be charged?—Twopence per mile as owners of the railway.

98. Then I shall dissect it for you, by asking you these questions: what is the length of the railway?—One hundred and twelve miles and a half.

99. What will 2 *d.* per mile amount to on 112 ½ miles?—It will be 18 *s.* 6 *d.*, and a little more.

100. Then the difference between the 18 *s.* 10 *d.* or 18 *s.* 9 *d.*, and the 32 *s.* 6 *d.* is made up of a charge for locomotive power; is that what we are to understand?—I could not state that, because it is not within my knowledge.

101. Who is to state it?—I am not aware of any person who could state it.

102. Surely some person must be able to state why 32 *s.* 6 *d.* was fixed on?—I have already stated that in clause 175, we are empowered to charge 3 ½ *d.* per head per mile. There is a clause also which relates to the extension line, which we are entitled to charge an additional 1 *s.* for.

103. That is the extension from Camden Town to Euston-square?—Yes.

104. My object is to ascertain how much the company charge for tolls, and how much for locomotive power?—We have never made any separation; there has never been any distinction at all between one and the other.

105. How could they come at that 32 *s.* 6 *d.*?—As the gross sum, as the maximum which the Act allows us to charge.

106. Suppose they charge the maximum of 2 *d.* a mile, what would the remaining sum amount to?—Thirteen shillings and ninepence.

107. Then of course if the Act of Parliament confines the company to the charge of 2 *d.* a mile, the difference must be the charge for locomotive, because you have no authority to charge it for any other purpose?—It is charged in our capacity of carriers, owners of locomotive power, and the stations as coach proprietors.

108. Can the company be authorized to charge a sum equal to 1 ½ *d.* per mile for anything other than locomotive power, after having charged the maximum which the Act of Parliament authorizes them to take?—It would depend on what is intended to be comprised in the 2 *d.* We stand in two capacities, proprietors of the railway, and owners of the locomotive engines and carriages, of station-offices, and all those various means which are indispensable to carrying on that business; therefore I should say that the 13 *s.* 9 *d.* is not for locomotive power, but for locomotive together with those things that I have named.

109. What are those things?—Station offices, waiting-rooms, turn-plates, and a variety of implements and materials.

110. Is there any authority in the Act of Parliament to authorize the company to charge for those conveniences beyond the locomotive power and the toll?—I apprehend the difference between the 2 *d.* and the 3 ½ *d.*

111. Be so good as to refer to the clause which authorizes the company to charge for anything except for tolls and locomotive power?—It is the 174th.

112. Which Act of Parliament?—The third and fourth of William the Fourth: "They are hereby empowered to provide locomotive engines or other power for the drawing or propelling of any articles, matters or things, persons, cattle or animals upon the said railway, and to receive, demand and recover such sums

Captain *Moorsom.*

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of money for the use of such engines or other powers as the said company shall think proper, in addition to the several other rates, sums or tolls, or sums by this Act authorized to be taken."

113. What I want to ascertain is, whether there is any power vested in the company to make any other charge than that for tolls and locomotive power; if you can satisfy the Committee as to that I shall be obliged?—The clause 175 is, "That it shall be lawful for the said company, and they are hereby authorized to convey upon the said railway all such passengers, cattle and other animals, goods, wares and merchandise, articles, matters and things as shall be offered to them for that purpose, and to make such reasonable charges for such conveyance as they may from time to time determine upon, in addition to the several rates or tolls by this Act authorized to be taken." Then comes the proviso as to the 3 ½ *d.* per mile.

114. What is the proviso; read it?—"Provided always, that it shall not be lawful for the said company, or for any person using the said railway, to charge for the conveyance of any passenger upon the said railway any greater sum than the sum of 3 ½ *d.* per mile, including the rate or toll hereinbefore granted."

115. That confines you to 3 ½ *d.*, including the toll and the charge for locomotive power?—It is a construction of the Act of Parliament; I should say that it implies that those other things must be included.

116. Suppose an individual chose to put upon the London and Birmingham Railway a locomotive engine, and he tendered to the company the toll of 2 *d.* per ton per mile, would the company demand from that individual any more money than the 2 *d.* per mile for the passengers?—As the question has never been raised, I must be supposed to give my own individual opinion. If a person were to come to me with that proposition, I should say, "What more do you require?" If it is merely to run your engine from one end to the other, it might be admitted on the terms stated of 2 *d.* per head per mile; if you must have water, if you must have coke and turn-plates and stations, and so on, then it would be different.

117. Then is the Committee to understand that no individual who may desire to bring on the railway locomotive engines for the purpose of carrying either passengers or merchandise, has power to use the turn-plates and the water-pipes belonging to the London and Birmingham Company; that is what I want to ascertain?—That is my view; not without payment.

118. Where is the authority in the Act of Parliament for the company to make a charge for the use of this convenience?—That is a question of construction and a question of law.

119. Is there any express power in the Act?—I do not find it in those three clauses I have read.

120. Would it be possible for any individual to work a locomotive engine on the London and Birmingham Railway without the use of those conveniences?—No.

121. Then in truth nobody—although the Act of Parliament provides that the railway shall be free on payment of tolls—in truth, no individual can so use the railway; I understood you, Captain Moorsom, that nobody can use the railway without making use of those conveniences on the railroad necessary for working locomotive engines?—Yes.

122. And you are unable to point out to us any specific clause in the Act of Parliament authorizing the company to make the charge for the use of these conveniences?—Except this 175th contains it by construction.

123. Will you read that clause?—Will you permit me to read the two in connexion, the 174th and the 175th? The company "are hereby empowered to provide locomotive engines or other power for the drawing or propelling of any articles, matters or things, persons, cattle or animals upon the said railway, and to receive, demand and recover such sums of money for the use of such engines or other power as the said company shall think proper, in addition to the several other rates, tolls or sums by this Act authorized to be taken." Then the next is, "That it shall be lawful for the said company, and they are hereby authorized, to convey upon the said railway all such passengers, cattle and other animals, goods, wares and merchandise, articles, matters and things as shall be offered to them for that purpose, and to make such reasonable charges for such conveyance as they may from time to time determine upon, in addition to the several

several rates or tolls by this Act authorized to be taken: provided always, that it shall not be lawful for the said company, or for any person using the said railway, to charge for the conveyance of any passenger upon the said railway any greater sum than the sum of 1½*d.* per mile, including the rate or toll hereinbefore granted."

124. You and I perfectly agree as far as those clauses are concerned; now I wish to call your attention to clause 171?—"That all persons shall have free liberty to pass along and upon, and to use and employ the said railway, with carriages properly constructed, as by this Act directed, upon payment only of such rates and tolls as shall be demanded by the said company, not exceeding the respective rates or tolls by this Act authorized, and subject to the rules and regulations which shall from time to time be made by the said company, or by the said directors, by virtue of the powers to them respectively by this Act granted."

125. What are those tolls authorized by that Act to be charged?—In the case of persons, 2*d.* per head per mile.

126. Then I ask you now, whether you now charge 2*d.* for the passengers?—No, we charge 3½*d.*

127. As a toll, I am speaking of?—The case has never arisen, and therefore I cannot tell what relates to tolls.

128. I think the company is bound to put up a board on which shall be painted the tolls they demand; what toll does it appear on that board the company demand?—The boards put up are just a copy of this Act; if the case had ever arisen, I would state it frankly to the Committee.

129. We will say, I have it in contemplation to put a locomotive engine on the railway to-morrow, and offer to carry passengers; now, I ask you on what terms I can do it?—Two-pence a mile for the use of the railway, and as much for the other accommodation as would be required.

130. Where is the authority of the company to make additional charges for these conveniences?—I should think the Act gives the authority.

131. I refer you to clause 181; it brings the matter to this point, that it becomes a very serious question if under the present Act of Parliament the company have a power which the public is not aware of; it is time the public look about them, and insert such clauses in future Railway Acts as shall give the public the benefit. Would a party running an engine have the power of providing water for himself?—I should think not.

132. Has anybody ever applied to run an engine?—There was a party wrote a letter, stating he might make an application, but it never came to anything.

133. Has no letter or intimation been communicated to the London and Birmingham Railway Company by the Grand Junction Railway proprietors that unless certain things were done, they would introduce their locomotive engines on the London and Birmingham Railway?—Not in that shape.

134. Something similar?—It has been mere matter of conversation. It came to me in this way: in the negotiation with the Post-office, I was told that the Grand Junction Railway Company, through one of their directors, had said, if the London and Birmingham Railway could not run in a given time between Liverpool and London, they were willing to run in a given time between Liverpool and London with their engines; but there was some dispute whether that offer ever had been made, one party denying it; therefore I held it to be loose conversation.

135. Supposing the Grand Junction Company had determined, in consequence of the non-compliance with their wishes on the part of the London and Birmingham Railway Company, to introduce their locomotive engines on the London and Birmingham Railway, could they have made use of the means which the London and Birmingham proprietors have of supplying their engines with water and other conveniences without having to pay to the London and Birmingham proprietors a certain charge?—They could not make use of the conveniences which the London and Birmingham Railway Company have without paying for them.

136. Is there any limit to the demand of the London and Birmingham Company?—No.

137. Then in truth, if the Grand Junction Company had brought passengers from Liverpool, and chose to use the London and Birmingham Railway with their carriages and locomotive, when they arrived at the first station on the

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London and Birmingham Railway and demanded a supply of water, would the agents of the London and Birmingham Company have power to say, We will not supply you?—Yes, unless an arrangement had been previously made.

138. I would ask you, knowing you have paid great attention to the entire arrangements for conducting railways, whether it would not be practicable to introduce a clause, providing that all the conveniences which might be required by individual carriers on the railway should be obliged to be supplied by the railway company, with water, and other conveniences for the necessary purposes of their business?—Will you allow me to say that opens up a very large question?

139. I admit it.—It is not a question, I think, to be settled by the mere cost or the proper remuneration to the company holding the way for such use, but it also involves a question whether a railway can, with safety to the public, be managed by more than one body.

140. Still that does not answer my question; that is a very important question I admit, but that is not an answer to the question I put to you. I want to ascertain whether the terms of an agreement might not be embodied in a clause of the Act of Parliament, by which the London and Birmingham Railway Company should be compelled to supply water, and the other conveniences necessary for individual carriers on the London and Birmingham Railway?—If it was based on equitable principles, I should just make the suggestion that it might amount to a larger sum than the difference between the 2 *d.* and 3 ½ *d.*

141. How would you come at it?—By taking the outlay.

142. What would you consider the outlay?—I cannot speak off-hand to such a point as that now.

143. Would you be prepared by to-morrow?—It would require an analysis of the accounts, which I should have to go into.

144. You would not want much analysis of the accounts to ascertain the supply of the water at any one of the stations?—It would be difficult in the present state of the business.

145. Would there be any objection to introduce a clause referring the amount of the charge to some impartial person, to arbitration?—No, I do not see any great objection.

146. You think there would be no difficulty in introducing, on the part of the company, a clause into their Act about referring to arbitration the amount to be paid to the London and Birmingham Railway Company for the use of their water-pipes at the different stations?—I cannot answer for the company; I am merely speaking as an individual.

147. Suppose an authority is introduced by the power of Parliament?—(*No answer.*)

Mr. *Harrison.*] That is so large a question, that I think we had better not enter into it.

148. *Committee.*] There are, I think, already Bills obtained for the effecting a junction with the London and Birmingham Railway in three cases, the Grand Junction, the Midland Counties, and the Derby?—Yes.

149. Suppose either of those three companies, bringing in passengers from Nottingham, Derby, or Liverpool, choose to bring their passengers into a station of the London and Birmingham Railway, have they authority for it?—(*No answer.*)

Mr. *Harrison.*] It is quite clear that the object of the Act of Parliament being to make a communication, that whatever junction of that sort takes place, the parties coming in at all parts of the railway must be subject to such arrangements as not to interfere with the direct line between the two places.

Committee.] Still it must come under the attention of Parliament. I say that position is unquestionably and directly in the teeth of the 181st clause, which says that the railway shall be free on the payment of rates.

150. In case of any accident occurring, you are now liable as a body corporate to be sued for damages. If a company of rival carriers were placed on that railroad, with co-extensive powers, of course you could not, under all circumstances, undertake to answer for damages for the safe conveyance?—There is only

only one class of accidents, accidents arising from one particular state, of course, to which the company owning the way could be liable, those arising from some defect in the road itself, or culpable negligence in the road not being right; as to anything else we should be exempt.

151. When I mentioned damages, I meant those damages arising from neglect of the company, neglect of the directors, any legal damages; you are liable to be sued for legal damages now?—Yes.

152. If there were another rival company to be placed, to have the right of running on the railway, not under the control of the directors, you could not answer for the public safety?—A case might arise of this kind: the company A., not being the company owning the road, runs a train; that train is stopped by a carriage-wheel breaking; a company's train runs after, and runs into it, and damage ensues; whether we should be liable—that is the question you propose.

153. That is the question; I meant to point out to the Committee it would be impossible to answer to the public for safety; you have no one that you could sue, if you were to admit that co-extensive power?—No.

154. Do you consider the maximum price at $3\frac{1}{2}$ *d.* confines you, with regard to carriages of superior description: suppose a person were to desire to go by a first-class carriage, and you were to charge more than the maximum, would it be a sufficient answer to him to tell him he might go by an inferior carriage?—We cannot charge more than $3\frac{1}{2}$ *d.* under any such circumstances.

155. Then 2*s.* 6*d.* for the mail charge is more than $3\frac{1}{2}$ *d.*?—It is under $3\frac{1}{2}$ *d.*

156. You say that difficulties exist, and will exist, for the free use of the railway on payment of toll; allow me to ask you whether the Manchester and Liverpool Railway is not used by other railway companies than the Manchester and Liverpool?—I am not aware of any company using the Liverpool and Manchester, except the Grand Junction, for a portion.

157. That exception brings it within my position?—I say except, because I have heard of a contractor on the Bolton Railway who uses also the Liverpool and Manchester; but I am not aware that it is a fact.

158. There is no question that the Grand Junction does use it?—None whatever.

159. I ask you, if the Liverpool and Manchester Railway is used by a company distinct from the Liverpool and Manchester Railway Company, what should prevent a distinct company using the London and Birmingham, if they should so think fit, if it can be done upon the Manchester and Liverpool?—It is being done as between the Grand Junction and the Liverpool and Manchester by mutual arrangement.

160. Would there be any objection on the part of the London and Birmingham Company to make an arrangement with Mr. Robins, the petitioner, that the London and Birmingham should be used by him for the purpose of traffic?—There would be a guarantee required for certain things to be done, which perhaps an individual would find it difficult to give; in the case of the Grand Junction Railway, there is a certainty of their performance keeping to the rules and regulations.

161. What are those; just specify them?—As I am not connected with either of those two companies, I have no knowledge of the duties; I cannot specify. I will just name, that proposals on the part of the Birmingham and Derby Company have been acceded to, by which their engines will have the means of running on a portion of the London and Birmingham Railway.

162. Have you any objection to state to the Committee the terms of that agreement?—There is no agreement, nor are any terms made, but simply that we have no objection.

163. Let me ask you whether the agreement, if agreement it can be called, whether it has reference to the supply of water at your stations for their engines?—The case would be that of their trains coming in at Hampton, which is about nine miles from Birmingham; they could run their trains from the Hampton station to the Birmingham station, and be accommodated.

164. Could they run to London?—That is not contemplated.

165. If they run to Birmingham, cannot they also run to London?—The distance of nine miles, and the greater length of the other portion, would require some different arrangements.

 166. Still

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166. Still they must have a supply of water between Hampton and Birmingham?—No.

167. Then they would be supplied with water from their own station?—Yes.

168. If they were to go to London, how would they be supplied?—Only by our tanks.

169. Is there any clause in the Act of Parliament which authorizes the company to make any charge for the use of those tanks?—I should make the charge, and trust to the construction of the law-courts to be borne out in it.

170. Is it not usual, where joint-stock companies are established, to authorize the taking of tolls, all those tolls should be specified?—Yes; the tolls are specified, for "matters and things and conveniences," all that is implied and understood by "other conveniences."

171. Is there not also a specification that you should not charge more than 2*d.* and 3*d.* for a locomotive as tolls?—Yes, when we are carriers; in that case we shall not be carriers; and in that case we shall have, as proprietors, certain things, certain rights, the exercise of which rights would be matter of discussion; and it is quite clear that it would be only right in the company, and what I believe they would do, to deal liberally on such an occasion.

172. In the case of the Midland Counties, and the Birmingham and Derby, the company would not object to their locomotive engines being used on the London and Birmingham, supplying either of those companies with water if it should be required?—I am not prepared to say that with respect to Hampton and London, but between Hampton and Birmingham that is already understood.

173. I must revert again to the charge of this 3½*d.*; I am not satisfied on that yet; the company contract for their locomotive power?—It has been so given out; I should hardly say that the contract is in operation; in fact, it is not.

174. How is Mr. Bury paid?—Not at all.

175. Not anything?—No.

176. He is the individual who has supplied the locomotive power?—Rather the company has furnished all the capital; Mr. Bury has contracted for the construction of the engines, superintended all the arrangements connected with the engines, and so forth; but he has received no remuneration; the money that has been given to him has been an advance.

177. Has any proposal been made by him to the company?—The proposal he made is, I believe, sufficiently known, to guarantee the expense of locomotive power at a farthing per head per mile, and a halfpenny per ton per mile for goods, it being understood that those prices do not authorize a greater speed than 22½ miles per hour. That is an important condition, I think.

178. I wish to ask you, to satisfy the Committee, does the London and Birmingham Railway Company supply Mr. Bury with water on that agreement?—I am not quite sure whether the expense of the water rests with him on those terms, or whether the company has to provide it in addition. I think the expense rests with Mr. Bury of supplying water.

179. Can you satisfy the Committee on that head?—Very likely some one knows—(*after consulting with some person*)—I understand it is debited against the locomotive power account.

180. I ask whether that charge, that proposal of Mr. Bury's, includes the supply of water, or throws the supply of water on the company?—The company, as I said before, provides the capital; then certain expenses which are expressed, which are given, are to be charged against locomotive account, and then brought to this adjustment on the terms I have named; therefore the expense of providing the water does rest on the locomotive power.

181. The object of my question is to ascertain whether that farthing per passenger per mile, and the halfpenny, include the expense of supplying the engines with water or not?—Yes, I understand so.

182. Then he pays the company, and he supplies himself with water?—Yes.

183. What means would he have of supplying himself with water?—Only through the instrumentality of the company.

184. Then if the instrumentality can be used by Mr. Bury for the supply of water for his convenience, could not the instrumentality of the company be used by Mr. Robins or anybody else?—Mr. Bury is under a special arrangement.

185. Just

185. Just answer the question, if you please, and say nothing about the special arrangement?—If Mr. Robins would pay for it, there is water, and it might be supplied.

186. Then the company have the power of supplying Mr. Robins or anybody else with water on the same terms they supply Mr. Bury?—I should hardly say on the same terms, unless they came under the same conditions.

187. Then the company would have the power (to use a vulgar phrase) of making fish of one and flesh of another; in all other cases the company are bound to make no distinction in their charges to any person using the railway, with regard to tolls?—Mr. Bury is acting for the company.

188. I am contemplating the proposal which Mr. Bury has made being carried into effect; I asked you whether that proposal of Mr. Bury included a supply of water or not; you said you believed the company were bound to supply water by the agreement; now I ask, if the company supply water to Mr. Bury, whether the company could not supply any other individuals on the same terms; you say they might make a difference in the charge; then I ask whether it is not inconsistent with that clause in the Act of Parliament which declares the company shall make the same charge to one person as to another?—I think not; it is "all persons alike, under the same or similar circumstances;" therefore it was that, Mr. Bury being under certain conditions, if other parties come under similar conditions, then we should have the *ceteris paribus*, and the clause would operate.

189. Is the Committee to understand that the railway company would think it right to make a difference in favour of their own contractor against an indifferent person using locomotive engines on the railway; have they the power to do it?—They must make a difference under the circumstances stated, Mr. Bury performing certain things for the company, drawing those passengers and goods, and the other party doing nothing of the sort.

190. I will put it in another way to you: supposing the company charge as they do now 3 ½ *d.* per passenger per mile, amounting to 33 *s.* 11 ½ *d.*, which is the maximum; you say on the board of tolls the demand for the conveyance of passengers is 2 *d.* a mile; now suppose the 2 *d.* and 1 ½ *d.* put together, and the company charge the full 3 ½ *d.*, supposing Mr. Robins or anybody else chooses to offer to carry passengers on the railway, charging the same price from end to end that you charge, whether the company would not have it in its power to demand 2 *d.* from Mr. Robins, and reduce their own charge, so as to throw a serious loss on any person competing with the company?—There is that power.

191. Now all that has passed in the way of examination as to the maximum of charge for passengers applies in an equal degree, varying according to the tonnage, to the carrying of goods, and merchandise of every description, cattle and every thing?—Yes, the same descriptions apply, except as to the 3 ½ *d.*

192. I am varying the amount and the sum, that is all?—Yes; "animals, goods, wares."

193. Allow me to ask whether the contract for power, if it were entered into at a farthing per passenger per mile, is a sufficient sum to remunerate an individual providing locomotive power, whether it is reasonable that the company should have the power to charge 1 ½ *d.*?—I must be expressly understood as giving my own individual opinion, and giving it with the caution, that as yet we have had very little experience, when I say that, in my judgment, a farthing per head per mile will not remunerate.

194. If an individual can be found to propose to contract with the company at that rate, the presumption is, I imagine, that he would obtain some profit by the engagement?—I have no doubt that was his opinion at the time the contract was entered into, three years ago, or rather when the arrangement was made.

195. The carriages, under the Act of Parliament, are bound to be supplied by the individual requiring the company to carry either goods or passengers?—Yes.

196. Now, with regard to the stations, would the companies, such as the Midland Counties and the Derby and Birmingham, would they, under the present Act of Parliament, have any authority to use the stations of the London and Birmingham Railway?—I apprehend not, unless there is anything in their Acts subsequent to ours.

197. If the Midland Counties Railway should effect a junction with the

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London and Birmingham at Rugby, the passengers from the Midland Counties Railway, or the London and Birmingham, as the case might be, would have to leave their carriages in the stations, supposing a station to be made by the Midland Counties, and walk from that station to the station of the London and Birmingham, unless an agreement had been entered into by the companies, some friendly arrangement?—Yes, and there is that friendly arrangement.

198. Will you allow me to ask you, have the company any fine for the non-delivery of small parcels?—No, I think not; but there would be a ready remedy. There are two different laws; there is the particular Act of Parliament relating to the delivery of parcels in London. I imagine there is a fine for non-delivery within a certain time.

199. Does that Act of Parliament apply with equal force to the company?—To the company, as carriers; I have always understood that the Carriers' Act applies to the company.

200. Does that apply to the railway company in Birmingham?—Yes, the Carriers' Act applies to them there.

201. Then the London and Birmingham Company, or any other railway company, carrying parcels, are liable to fines for non-delivery within certain hours?—Only as respects London, I think.

202. Then, including Birmingham, they are not subject to fines for non-delivery?—Non-delivery as to time; if it is not delivered at all, that is another question.

203. Has the company any power of imprisonment in the case of parties being carried further than they have taken their places for?—In the case of a party who is found at a place further than that for which he paid his fare, he would be asked for the additional fare; if he refused to pay that fare, he would be dealt with under a bye-law.

204. Have you any objection to lay before the Committee, to-morrow, a copy of your bye-laws?—I believe not; I have got them here; I can just state them; he is liable to a penalty of 40*s.*

205. Then there is no power of imprisonment?—No, I do not see any.

206. Have instances ever occurred of individuals being imprisoned for breach of this law?—Using the term imprisonment as an award, I have not heard of such a thing. Parties have been detained in custody to be brought before a magistrate, which I should hardly call imprisonment.

207. Only for the purpose of imposing that fine?—For the purpose of adjudication on the alleged charge of not paying the company's fares.

208. Does the Act of Parliament give the magistrates any power of calling on individuals, by imprisonment, for non-payment of a fare?—I am not aware it does; the fine is imposed under the bye-law.

209. Then the company, under the authority of that bye-law, would have the power to imprison an individual for non-payment of the fare?—If the party were to refuse to pay the penalty of 40*s.*, it would then be for the magistrate to say what course should be taken.

210. Your legal adviser might advise the magistrate to imprison the individual till the fine should be paid; now, have the coach proprietors any such power?—I am not aware there is any power of the kind.

211. Is there anything in the Act imposing a fine?—Will you allow me to read the 154th clause? "That the said company shall have full power and authority from time to time to make such bye-laws, orders and rules as to them shall seem expedient for the good government of the officers and servants of the said company, and for regulating the proceedings, and reimbursing the expenses of the said directors, and for the management of the said undertaking in all respects whatsoever, and from time to time to alter or repeal such bye-laws, orders, and rules, or any of them, and to make others, and to impose and inflict such reasonable fines and forfeitures upon all persons offending against the same, as to the said company shall seem meet, not exceeding the sum of 5*l.* for any one offence, such fines and forfeitures to be levied and recovered as any penalty may by this Act be levied and recovered."

212. Does that Act authorize any individual to be taken into custody and imprisoned for the non-payment of a fine?—As the case has not arisen, I should hardly know what to do; if it were my own case, I should put it to the magistrate.

213. And if the magistrate chose to send him to prison, to prison he might go?—

go?—Yes. I am told these bye-laws are precisely similar to what canal companies have always exercised. 209 is the clause giving the magistrates the power to imprison, the latter part of it. I will read clause 211: "And be it further enacted, that it shall be lawful for any officer or agent of the said company, and all such persons as he shall call to his assistance, to seize and detain any person whose name and residence shall be unknown to such officer or agent, who shall commit any offence against this Act, and to convey him before some justice for the county, liberty, or place within which such offence shall be committed, without any other warrant or authority than this Act; and such justice is hereby empowered and required to proceed immediately to the hearing and determining of the complaint."

214. Supposing—it seems to rest on the ignorance of the officer of the name and residence of the individual passenger—supposing the Chairman of this Committee happened to be unknown to the officer of the company, who said the honourable gentleman had not paid his fare, would he have the power of taking him before a magistrate, and ask him to commit him?—If the honourable Chairman gave his card, it would not be done.

215. Suppose the card happened to belong to a gentleman who was unknown to the officer?—We have taken great pains in the selection of these officers, and they are invariably ordered never to have recourse to the extreme power which by the Act is vested in them, unless it is a case of absolute necessity; where it is manifest cheating.

216. You are of opinion, and some of the gentlemen are, that that power, if exercised, would be so outrageous that the public would never bear it. I wish to ask you another question. In the arrangements of the company, in case an individual takes his place at the station at Birmingham, it is the practice of the company to give him a ticket; now that ticket I believe is not demanded of the individual until he approaches near to London, at Watford?—Yes.

217. In case that individual should lose his ticket, what is the consequence to him?—He would then be presumed not to have taken a ticket, and be there contrary to right and reason.

218. And in such a case, if the individual happen to be a poor individual, and to have brought with him only money enough to pay his fare, such an individual would be liable to be taken into custody and carried before a justice, and liable to be imprisoned for three months?—Unless he did show presumptive proof, that by coming upon the platform in the usual way he must have paid his fare; and in most instances of this kind it is so passed over.

219. I put this question from practical experience; I do not wish to say anything about it, although I know a gentleman to whom it happened in coming up the other day; there was an individual who came from Edinburgh the day before; he got into the train at Birmingham, and the weather was so cold at night that he changed from the second-class train to the first-class train; when he came to the station-house at Euston-square, he produced all the money he had about him, which was a 5*l.* Scotch note; that unfortunate individual was on the point of being taken into custody and detained, because the individual who applied and demanded the difference of his fare knew nothing about a Scotch note. It is true the man went to somebody in the train, who relieved him by giving him a 5*l.* Bank of England note for the Scotch note; still there was an individual placed in that difficulty. I think as to coach proprietors, their only remedy is by action, or demanding the money?—(*No answer.*)

Mr. *Talbot.*] Detaining the luggage.

220. *Committee.*] Not the individual. Is it not the practice to enter the names of individuals?—No.

221. Would not the difficulty be got over by inquiring the name or residence of the individual?—I should say so; in this case it ought to have been done. Has it been recent?

222. Within about two or three months.—We have improved in our management by degrees.

223. I was the individual in whose carriage this unfortunate individual came; that came under my cognizance, and that led me to put these questions to you. In the case of coach proprietors, if the coach proprietors have only the

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power of detaining the luggage, and no power to imprison, why should the railway company have it?—(*No answer.*)

224. What would be the course in the event of a train being delayed very much, by accident, or any other circumstances, to the person having paid his fare to go to a neighbouring market-town, and being too late for the market, would the money be returned to him on his expressing a wish not to go on after having been detained so long?—No, I should think it would hardly be fair to return the money.

225. Suppose he wanted to attend a market at 12 o'clock, and the train would take him there a quarter before, as I have known it happen, not on the London and Birmingham, but other railways; suppose him detained one hour and a half completely beyond the time the market lasted, on his making that known to the agent, would his money be returned?—I understand he has already arrived at his destination.

226. He comes to the station, wishing to go to another station at the time advertised by the company; he takes his ticket, and pays the usual fare; at the end of one hour and a half he cannot attend it, and expressing that to the agent, I wish to know whether his money would be returned, the train not having arrived at the time appointed, we will say an hour and a half beyond the time?—If in such case the officer of the station were to apply to me, I should immediately return the money.

227. But the agent may not be authorized?—I think our agents would most of them feel authorized now; it being understood that he is not in the carriage, I have no doubt it would be returned.

228. Are you aware of any instance having occurred of passengers being taken to stations beyond that to which they have taken their places, and on discovering their error, have been obliged to pay their fare there and back again?—I heard of one instance, and I ordered the money to be returned; indeed the whole expense consequent on the thing to be repaid.

229. Suppose a circumstance of that sort to take place, would the charge of carriage to the station in advance be demanded, and also the carriage back to the station to which he wished to go?—No; I think the servants are sufficiently well drilled now; they know the discretion they may exercise.

230. What course would you take under such circumstances?—If a person is carried to a place beyond what is his object, he is aggrieved, and we must put him right.

231. I know of an instance in which a person was obliged to pay the extra fare in advance, and also the fare back to the station?—And not get any redress?

232. None.—I wish he had applied to me.

233. The company has a power to impose a fine on any individual who goes further than the station to which he has booked himself; is there any power in individuals to impose a fine on the company for carrying individuals further than they take their places for?—I am not aware of any.

234. In that case equal justice is not dealt out?—I should say that I only know of one instance of a fine being levied, and that was in a very contumacious case; it happened in the case of a man who was a contractor for the works.

235. Three young gentlemen were coming to spend a day with me at my house the other day, and they took their places at Birmingham, not on your railway, it was on the Grand Junction, at Newton Bridge; they were carried down to Prescot, because the train would not stop with them, and they were told they might go back. I think in such cases there ought to be penalties for doing such things, particularly if they impose a penalty on individuals who go further than they take their places for. Is it clearly understood always where the trains stop; is that set forth?—Yes, there is a board.

236. Does that express that they stop anywhere than at the first-class stations?—Yes, it names the stations; where those cases have occurred they have been blunders.

237. I believe you change the stations?—Yes, we are obliged to make alterations and modifications.

238. Supposing a person wishing to go to any particular station was to set off in a train that went beyond that, would he have any redress at all?—It would be his own act.

239. Have you any bye-law or regulation with respect to the trains leaving the

the stations at all before the time they are advertised?—They are strictly ordered not to leave the station till the time which is named in the bill.

240. Is it regulated by a clock in the station-house?—Yes.

241. How is that done with respect to second-class stations?—There are clocks in all the stations.

242. Do you intend to increase the speed at all on the London and Birmingham Railroad?—I hope so, when the rails are in better order. You must be aware, you have seen, the various slips or settlements on the embankments that have occurred; but safety is one of the first principles to be attended to.

243. With respect to the second-class stations, are the trains obliged always to stop at each station, or do they not sometimes go past the second-class stations?—No train that is appointed to stop at a second-class station, except by accident; it is not dependent, for example, on a signal being made; it is fixed and certain.

244. Does the second-class train stop at every second-class station on the road?—There are two trains that stop at every one.

245. How do you explain those circumstances I mentioned just now?—The party must have got into a train which was not intended to stop at a second-class station.

246. It could not be a train of that description, because it stopped at Prescot, which is a second-class station, and put them down?—I cannot speak as to the Grand Junction; their arrangements are different to ours; but I hold in my hand a table that is acted on with respect to trains. From London there is a train at half-past seven in the morning, which stops at every station on the railway; there is again another at two, which stops at every station, and the same returning; the rest are alternated.

247. Now, with regard to the speed; I think, when the railway was first opened, the time specified for the conveyance of passengers by the first-class trains from London to Birmingham, and from Birmingham to London, was six hours?—In the first instance, it was five hours and three quarters; it was never acted on; the first tables were five hours and three quarters.

248. Then the company do put out tables, which they do not act on?—It was immediately recalled, and a new advertisement was issued, and nobody suffered any inconvenience from it.

249. What was the time substituted?—Six hours for five hours and three quarters.

250. When was that table issued?—The first table was framed, I will not be sure it ever was advertised; it may have been accident; but the first table was framed in September, the latter end of August or the beginning of September; and when the railway was opened, in the middle of September, the six hours was acted upon.

251. Have not the company, since the 14th of September, issued a fresh table?—On the 20th of January.

252. What was the time specified there?—Six hours, and six hours and a half.

253. It was an increase of time amounting to half an hour on these first and second-class trains?—In speaking of six hours, I spoke of a first-class train; the second-class trains were six hours and twenty minutes.

254. On the 17th of September, when the time, six hours, was fixed for a first-class train, the time fixed for the second-class trains was six hours and a half?—Yes.

255. Then, on the 20th of January, the time of the first-class trains was varied to six hours and a half, and the second-class trains from six hours to nearly seven?—No. I hold in my hand the times of the trains as settled on the 20th of January; and I will take the second class; the train at half-past seven from London to arrive in Birmingham at two.

256. That is six hours and a half?—Yes; then it leaves it nominally the same: the first-class trains are six hours, at half-past nine, A.M., to arrive at half-past three; the practical difference was just this: that whereas, in the first instance, we ran in less than six hours and less than six hours and a half respectively, now we have put them six hours and six hours and a half respectively; but we actually do it in less. I do not know, in point of fact, that there is ten minutes' difference between the former execution and the present.

Captain *Moorsom.*

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257. At the present moment, six hours and a half is the advertised time?—Yes, but it is done in less.

258. What rate do you travel at to perform the distance in six hours and a half?—I think that the second-class trains will probably vary from 23 to 24 miles when they are actually travelling on the road; the rest of the time is made up by stoppages at stations.

259. How is it by first-class trains?—The first will go nearer2 5 than 24, their stoppages making up the rest of the time.

260. You mean on the average?—Yes.

261. There are parts of the railway where they are descending, which I suppose is quicker?—Yes.

262. Are you at all acquainted with the rate at which passengers are conveyed along the Grand Junction Railway?—I believe they are quicker than ours.

263. Is there any difference between the London and Birmingham and the Grand Junction in point of speed?—Yes: I do not know how much.

264. Is there an intention on the part of the London and Birmingham Railway Company to increase their speed?—Yes, more particularly as the Post-office have arranged with us. I think it is on the 1st of May we are to take the mails in five hours and five hours and a half; that is to say, the day mail in five, and the night in five and a half, which will increase the speed; but the main saving will be in having fewer stoppages, in having the fewest number possible, about four.

265. Are you acquainted with the amount of the revenue of the company?—Yes, in general terms.

266. I think the company made a dividend to their shareholders in January last or February?—It was voted on the 1st of February; the books were made up to the 31st of December.

267. What was the amount of the dividend declared?—£. 3. 10*s.* per share.

268. Was that for six months?—I reckon it about equivalent to four months' working of the railway; it is a mere approximation of the thing; 29,000 *l.* remained over as a balance upon the working up to the 30th of June, and the earnings from that time to the 31st of December, plus the 29,000 *l.*, made up the sum that was divided.

269. What was the gross sum divided?—The net profit is stated at 116,458 *l.*

270. Does that include the 29,000 *l.* which was surplus?—Yes.

271. Deducting that 29,000 *l.* from 116,000 *l.*, what does it leave?—£. 87,000 odd.

272. Then the 87,458 *l.* which was divided among your proprietors, was the profit which the company derived from their undertaking during how many months?—From the 1st of July to the 31st of December.

273. What were the gross receipts of the company during that period?—I think I have not got it stated here: from the 17th of September here are the number of passengers, but not the amount of money.

274. Has the traffic increased since the 31st of December, or diminished?—I should think it is about an average number, January, February, and March; I do not know that there is much difference.

275. Is there any increase during the last month?—There has been a little increase now, a little, and a little at the time Parliament assembled.

276. Was there a diminution about that time?—After the assembling of Parliament it fell off a little.

277. How much have the company been in the habit of receiving weekly; since the 1st of January, if you like?—The accounts are not in my keeping.

278. Are they in Mr. Creed's?—Yes.

Mr. *Perry.*] There are three questions I wish to submit to Captain Moorsom; I will hand them in if the Committee will be so good as put them.

279. *Committee.*] Do you remember on the 26th of January a person calling on you on the part of Messrs. Deacon?—There were two persons called upon me about that day; one, I understood, on the part of Deacon & Co., and the other on the part of Robins & Co.; I saw them at different times.

280. Did this person on behalf of that firm complain that a serious monopoly was

was created in favour of Messrs. Pickford, and they felt the hardship of being excluded?—Yes, that was the purport of his observations.

281. Did you reply to this, that the directors had nothing to do with it, but the directors were committed to Messrs. Pickford & Co., and had been so for the last 12 months?—My reply was, that the directors had nothing to do with Pickford & Co. being alleged to be taking away the customers of other carriers, and not to the fact of Pickford & Co. being then carriers on the railway.

282. Did you say to Deacon & Co. that the directors of the London and Birmingham Railway Company were committed, and had been committed for the last 12 months, to Pickford & Co.?—I stated that the directors were under arrangements with Pickford & Co.; the fact being that Pickford & Co. were doing what they had been doing for some time.

283. The word alleged is "committed"?—I do not remember that I used the word "committed;" if I did, it was simply in that connexion; there was the fact; we were engaged with Pickford & Co., they doing certain things, we doing others.

284. What have the company received from Pickford & Co. since Pickford & Co. have used the railway for the carriage of merchandise?—That is a point on which Mr. Creed will speak more accurately than myself.

285. Do you recollect an application being made in the first instance on the part of Deacon & Co.?—I have three letters from Deacon & Co., one dated the 31st of December, another the 2d of January, and the third the 19th of January, and it was with reference to that letter of the 19th of January that the party referred to called on me.

286. What was the purport of the first application?—It is a long letter; it is a remonstrance respecting Pickford & Co. being allowed the exclusive use.

287. I mean the application in the first instance?—This is the first application I am cognizant of; I believe there were others of which I am not aware.

288. To whom were they made?—In the first instance, in the summer of 1839, and to the directors.

289. Is that correspondence in existence?—Yes.

Mr. *Barker.*] It will be produced to-morrow.

290. *Committee.*] Have you any correspondence with Messrs. Pickford on that subject?—I really do not know whether I have, but I can look.

291. Is Mr. Baxendale one of the superintendents?—He is the superintendent.

292. Is he not a partner in the firm of Pickford & Co.?—He was; I am not aware that he is now.

293. How long has he been your superintendent?—He was appointed on the 28th of February.

294. Are you aware when he ceased to be a partner in the firm of Pickford & Co.?—No.

295. You are sure he is not at present a partner in the firm of Pickford & Co.?—I am not sure.

296. He manages all your carrying business?—In the first instance he managed the carrying business as the company's agent.

297. You are no longer joint secretary; who has succeeded you?—Mr. Baxendale has succeeded me to a certain branch; the part of the business implied in the term superintendent, and the functions of secretary, as they relate to accounts and so forth, are *ad interim* supplied by Mr. Creed.

298. Then a substitute for yourself is not yet appointed?—I believe it is the intention of the directors to have a secretary or under-secretary, or some additional assistance.

299. Then at present a substitute has not been appointed?—No; but I am not acting.

Mercurii, 20° *die Martii*, 1839.

W. S. DUGDALE, ESQ., IN THE CHAIR.

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THE Counsel were informed that it was the desire of the Committee to postpone the preamble of the Bill, and that the Counsel for the petitioners should proceed with their case.

Mr. *Austin* stated that the petitioners represented one of the firms of carriers in the metropolis, to different places in the north of England, who have come to Parliament for the purpose of adjusting certain difficulties which had arisen in the course of their communication between London and their respective destinations; that he was prepared to suggest to the Committee certain clauses to be inserted in the Bill, for the purpose of regulating the terms of communication, but that the company had made a suggestion, by letter addressed to certain carriers, to which was appended a Schedule marked C., which had been somewhat altered at a very recent date, by which they had come to a conclusion, adopting two clauses, one with reference to the exercise of the company's power as to providing locomotive engines and the tolls which were to be charged in respect of such engines, which, with the assent of the Counsel for the company, would be inserted in the present Bill; and that they had also agreed to accept an offer contained in the letter referred to, and more particularly in Schedule C., to the effect that they are to charge upon the trade from London downwards, and upon the trade to London upwards, from the country, rates and tolls upon the entire tollage per ton, as between the up and the down trade, making no difference between the amount, exceeding 3 *s.* on the trade.

Mr. *Austin* being asked why there should be any difference, stated that he would point out one reason why the petitioners had assented to the variation of 3*s.*, which was, that the carrying trade downwards is not so great as the total of the carrying trade upwards on the entire traffic, though it was in respect of the trade of certain carriers; that in consequence of this there would be a loss to the company on the trade downwards in having to send down empty waggons; that as it was difficult to ascertain what the precise amount of the difference in the quantity carried would be, and it might happen that 3*s.* would be too great a difference in the amount, it would be expedient that an arrangement of that sort should not be absolutely final; and with a view of affording the opportunity of correcting any inequality which may be found to exist hereafter, it had been suggested and agreed, that on application of either party to the other, an arbitrator on each side should be appointed to consider the question; the two arbitrators, previous to proceeding, appointing as umpire a Member of the House of Commons, such arbitrators to deal with the matter as the merits of the case may require; and that the petitioners felt quite satisfied with the insertion of those two clauses, and this public statement being entered on the Minutes of the Committee, without demanding anything in the shape of terms, it being the desire of the parties to be as reasonable as possible on both sides.

Mr. *Harrison* stated that he had drawn the agreement expressly for the purpose of taking care that there should be no preference of any sort or kind. That the second clause was drawn with reference to the reduction of the tolls on passengers; that the company were desirous that the principle of perfect and open competition should be secured to the fullest extent; that the last part of Mr. Austin's statement was not a subject of the Bill, but it had been a subject of discussion between the trade and the company; that it was quite clear it was an experiment; that neither side were able to state what would be the expenses of the company conveying back empty waggons by locomotive engines, with reference to the expenditure of coals and steam, and the expense of wear and tear, there being more trade coming to London than trade going from London; that it was the desire of the company the experiment might be tried, and if, after a certain time, it turns out that the experiment does not answer, or it should appear that the principle on which the arrangement ought to be made, has not been sufficiently ascertained, then it should become the subject of reference in the mode suggested, and an arrangement made, removing all difficulty in future.

Mr. *Austin*

Mr. *Austin* requested to be permitted to state, in order that it might be taken down by the short-hand writer, what the terms of the schedule are. 20 March 1839.

The Counsel were asked whether a clause, allowing the company to charge even 3 *s.* more one way than another, would not be in the teeth of the clause in the 1st Victoria, cap. 64, which provides that the rates shall be equal throughout, if any reduction be made.

Mr. *Harrison* stated that it would not.

Mr. *Austin* stated that the second clause proposed provided to the effect that the rates shall be equal throughout; that is to say, supposing 33*s.* were the sum the whole way to Birmingham, and 30*s.* the whole way from Birmingham to London, then that for every mile on the line, there shall be an aliquot part of the 33*s.* and the 30*s.*, down and up.

The Counsel were asked whether in that case the company would be the carriers.

Mr. *Harrison* stated that they would not; that they would only provide the locomotive power.

Mr. *Austin* stated that they would provide water and wheels.

The Counsel were asked what would be the result, if an individual living in Staffordshire came to London and made a purchase of a large quantity of goods, and he directed them to be conveyed to the station of the London and Birmingham Railway Company, would they be empowered in that case to charge him more than the 30*s.* or 33*s.*?

Mr. *Harrison* stated, that the company did not propose to carry goods at all; that they would recommend Messrs. Pickford, or one of the petitioners.

Mr. *Austin* stated, that the terms of the first schedule were, that no consignment, by which was meant no amount of goods from the same party, meaning the carrier or individual, be less than four tons, it being felt that the carriers ought not to require the company to carry a less quantity than four tons, without at all events paying the price of four. That the second schedule provided that there shall not be a greater difference than 3*s.* between the total tonnage downwards, and the total tonnage upwards, and that in the two sheds now in preparation the whole business shall be carried on by the servants of the railway company, at a charge to the carrier of 1*s.* per ton for loading, and the like sum for unloading waggons.

Mr. *Harrison* stated that this was much less than the charge by other railway companies.

Mr. *Austin* stated that it was double the charge on the canals; that the next provision was that the respective carriers should bring to and take from the stations all goods being taken to or brought from Birmingham; that it be required that the goods shall be carted from the station within six hours after notice of their arrival; that the tarpawlings and ropes be found by each carrier, and the waggons and locomotive power by the company.

The Counsel were asked whether it was to be understood that, supposing any other carriers were to wish to participate, they would be subject to be rejected unless they complied with that agreement.

Mr. *Harrison* stated that the company are not compelled to be carriers, and do not in fact carry goods; that they provide locomotive power and waggons; that the power as to the bringing of goods to the sheds, and taking away the goods within six hours after they shall have arrived, and the difference of 3*s.* between the up and the down trains, applied to all carriers who send their goods to be conveyed by locomotive power; and that in the arrangement, though made with Messrs. Robins, every person who wished to send goods would equally participate; that the only difference which existed was with reference to the expense of the conveyance of the empty waggons which had brought goods to London, and which it was proposed to provide for in the only way which appeared to meet the case, namely, by giving the right to appoint arbitrators, and evidence being brought before the arbitrators which would enable them to decide; that the company would not be in a situation to act under this arrangement till the middle of the next month, but that, when made, it would not have reference to one individual carrier, but be equally beneficial to all.

The Counsel were asked whether the agreement now existing between

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Messrs. Pickford & Company and the railway company would be given up from to-day.

Mr. *Harrison* stated that he was not prepared to say that it could be put an end to to-day, so as to allow no time to Messrs. Pickford to make their arrangements, but that the arrangement cannot extend beyond the 15th of April next, and that from that date they would stand on the same footing as any other persons.

The Counsel were asked whether the clause proposed to be inserted would be binding upon the company to provide the means of conveyance to every carrier furnishing them with four tons of goods.

Mr. *Austin* stated that it would, subject to the other clause.

The Counsel were asked whether it was to be distinctly understood that all the carriers were to be placed on precisely the same footing with regard to the charges, and Mr. *Austin* stated that they were to be, precisely.

Mr. *Harrison* requested permission to read the clauses proposed; the first of which was, that the company should be compelled to exercise power for permitting locomotive engines, and carrying without partiality; the second, that rates and tolls should be chargeable equally to all persons, and not be partially reduced or advanced; that the reason of putting that in was, that the clause originally sent by the Counsel for the petitioners put it throughout the railway.

The Counsel were asked whether this applied to the short distances.

Mr. *Austin* stated it did.

The Counsel were asked whether, supposing the rate of 3*d.* per mile established for passengers, it would be compulsory to carry passengers from Coventry to Birmingham at the same rate per mile.

Mr. *Harrison* stated that it would not; that the company now charged the maximum, and that they cannot charge more than the maximum, though they have laid out double the amount in capital; that they were obliged to get up to the maximum in order to make something like a profit on double the amount of capital laid out; that this was intended to enable them to lower the rates as to short distances.

The Counsel were reminded that they were precluded, by the existing Act of 3 Will. 4, s. 168, from making any difference for less than six miles.

Mr. *Talbot* stated that the company would never obtain a remuneration for less than six miles; so that, if a person were carried from Euston-square to Camden-town, he must pay for six miles.

The Counsel were asked whether the clause proposed compelled the company, if they made any reduction, to make it throughout in the same articles and things.

Mr. *Harrison* stated that the agreement destroys all preference; that the company merely take the liberty of reducing the tolls on very short distances, not charging to Harrow or any of the near stations at the same rate at which they charged for longer distances.

The Counsel were asked whether this applied to passengers.

Mr. *Harrison* stated that it applied to passengers particularly; that all which was taken was the power of giving a benefit to the public.

Mr. *Austin* stated that the effect of the provision would be, that whatever was charged for one individual would be charged for all.

The Counsel were informed that this left the question still open (whether to be determined in this Committee or another) as to the right which carriers may have to supply themselves with water from the tanks of the railway company.

Mr. *Austin* stated that that being a wide question, the petitioner did not wish that it should be tried at his cost.

Mr. *Harrison* stated that whatever any Select Committee shall decide ought to be done on all railroads the Birmingham Railway Company would be agreeable to.

The Counsel for the Bill were asked whether they would be willing to consent to a clause fixing 30*s.* per ton for the conveyance of goods both ways.

Mr. *Harrison* stated that that had been very fully considered, and that the company could not consent to it, unless they had a specific allowance for the empty waggons.

The

The Counsel were asked what was the practice of the canals in this respect, whether they made a charge for the canal-boats going down empty.

Mr. *Austin* stated that the carriers, who do all the business on the canals, keep their own boats and horses and men, and have their own stables and their own stations along the canal, and that they charge an equal price per ton for all the goods going either way; that he must admit he did not see why a difference should be made on a railway.

Mr. *Talbot* stated that the trade is carried on in a different way on a railway from that in which it is carried on on a canal; that the carrier on a canal is a person who is selected and is responsible, and upon whom any loss must fall; that there being a less amount of goods carried from London to Birmingham than from Birmingham to London, the carrier knows that the conveyance of that boat empty back to Birmingham will cost him about 7 *l.*, but that if provision was not made to prevent it, a carrier on the railway might avail himself of the trade up to London, on which he would make his largest profit, as he would not suffer the loss from the conveyance of the empty waggon, and that, without this provision, the railway company would not be able to enter into a fair competition with the canals.

Mr. *Austin* stated that in case the arbitrators should find that there ought not to be a difference of 3 *s.*, they will put an end to it.

The Counsel were informed that it appeared to the Committee that the question whether it would answer the purpose of the railway company to take the waggon back, appeared to be more a question between the company and the carriers than between the company and the public, but that the public had a right to the carriage on the same terms both ways.

Mr. *Talbot* stated that in that case the company must impose a higher rate on the carriage up, and that he conceived that would not be for the benefit of the trade or the public.

The Counsel were asked whether this agreement will bear the common seal of the company.

Mr. *Talbot* stated that the Counsel for the petitioners had very properly insisted on what had passed being taken down by the short-hand writer; that it is equally necessary that it should be distinctly stated, as proceeding from the Counsel for the petitioner and the Counsel for the company, that this is a mere experiment, subject to be altered by the award of the parties to whom it may be referred, but that that award also, so far as the company were assenting parties to the arrangement, was to be experimental, because they were proceeding at present entirely in the dark; that, as the Committee are aware, alterations were from time to time made in the rates on canals, in consequence of the trade varying and competition arising, and it was necessary therefore, for the benefit of the public and the benefit of the company, that a latitude should be left.

Mr. *Austin* stated that if the arbitrators should find that 3 *s.* is too little or too much, they will decide accordingly, and strike out another plan, under which the matter might go on in perpetuum, unless Parliament should interfere.

The Counsel for the Bill being asked whether the company would consent to a charge of 30 *s.* each way, Mr. Harrison stated that they could not. Being asked whether the company would consent to take 31 *s.* 6 *d.* each way, he stated that that would not answer, unless they had an allowance for the empty waggons; that if the charge both ways were the same the carriers might be induced to bring up their goods by the railroad and send back by the canal, the consequence of which would be the casting a greater expense upon the railway company.

Mr. *Talbot* stated that the species of goods going from London were generally of a heavier description than those which came up, and that it was necessary therefore to meet the case by a proportionately lower price.

Mr. *Harrison* stated that quick conveyance was not of so much importance in respect of the goods going down, as of those coming up frequently for the purpose of being shipped.

The Counsel being asked whether 30 *s.* a ton would be less or more than the company can charge at the present moment on any goods brought by the railway, namely, 1 *d.* a ton per mile, and for certain articles 1½ *d.*, Mr. Harrison stated that he was not able to inform the Committee; that the proposed

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rates were intended as an experiment, and would be subject to regulation hereafter.

The clauses proposed by Mr. Austin were then put from the Chair, and agreed to.

Mr. *Austin* requested to be informed whether the Committee considered the preamble to be proved, and was informed that the evidence did not appear at present sufficient to found the application to Parliament.

Richard Creed, Esq., called again; and Examined by the Committee.

R. Creed, Esq.

300. FIRST of all, will you state to the Committee the Acts of Parliament in force relating to this company, and the powers which each of them give to enable you to raise capital and borrow to the amount of it?—The first Act is the 3d of Will. 4, c. 36, by which we are authorized to raise 2,500,000*l.* by shares, and 835,000*l.* on mortgage; the next is the 5th & 6th of Will. 4, c. 56, that gives us power to raise as much more by the mortgage of the tolls as will make the sum to be raised on the mortgage of the tolls one million, that is, 165,000*l.*; so that we have power to borrow a million of money. By the 1st of Vict., c. 64, we have power to raise one million, and we have raised by shares 625,000*l.*, and 375,000*l.* on mortgage.

301. How many shares?—£. 625,000 by shares.

302. How many shares were they divided into?—Twenty-five thousand, at 25*l.* each.

303. Then on loan the company have been empowered to borrow 1,375,000*l.*?—By loan on mortgage of the tolls.

304. And in advance?—£. 750,000*l.*; that is in anticipation of calls.

[*The Account referred to by the Witness was delivered in:* vide *Appendix, No.* 1.]

305. Have the whole of the 25,000 shares under the 3d of Will. 4 been allotted?—They have.

306. What amount has been called for on those 25,000 shares?—The total amount called for on the 25,000 100*l.* shares has been 2,250,000*l.*

307. That is 90*l.* per share?—Yes.

308. Has there been anything borrowed on the remaining 10*l.*?—The whole has been borrowed.

309. How much is that?—That is 250,000*l.*

310. Has the whole of this 835,000*l.* been borrowed on loan?—Yes, the whole of the 835,000*l.*

311. And the amount of the call yet remaining to be paid is 10*l.*?—Yes.

312. On which you have borrowed 250,000*l.*?—Yes.

313. Then under the 5th & 6th Will. 4, has the whole of the 165,000*l.* been raised, which you were empowered by this Act of Parliament to raise?—Yes, it has.

314. Now we come to the 1st of Victoria; has the whole of that 375,000*l.* been raised by loan?—Yes, it has.

315. Now the 25*l.* shares were 25,000, you say?—Yes.

316. Is there any precise mode of proceeding which the directors were bound to act on in allotting those shares?—They were to be offered to the proprietors of the 100*l.* shares in the first instance.

317. Were they so offered?—Letters were written and addressed to every individual proprietor to his address.

318. And were there no shares offered to the public until they had first been offered to the original proprietors?—Not a single share.

319. Have you the minutes, or the book containing minutes of the meeting which was held, the first meeting held after those 25,000 shares were authorized to be raised, with you?—I have none of our minutes here.

320. I presume they are in London?—Yes.

321. Does anything appear on the books as to the mode of raising the money on those 25,000 shares?—There is an order for a call.

322. A call of 5*l.*?—Yes.

323. Do you remember how that order is worded?—I believe there is nothing but a simple direction that a call should be made of 5*l.* a share.

324. When did it appear on the books that the remaining 20*l.* should be borrowed

rowed on the security of the calls not made?—I could not answer the question without having reference to the books.

325. In what mode did the company proceed in taking up the 20*l.* after the 5*l.* was paid; did they give notice they were willing to borrow, or what other steps?—There was an advertisement for loans.

326. In the public papers?—Yes; stating that the company were willing to receive tenders for loans.

327. Did it state that the money was to be borrowed on the security of calls unpaid?—There was nothing specified, to the best of my recollection.

328. Then if I understand you rightly, the lenders of the money who applied after the appearance of that notice, were not informed that they had the remainder of the 25*l.* to look to as their security for the repayment of the loans so lent?—Every party who tendered money on loan received all the information he desired on the subject; full communication was made then as to the terms on which the company were prepared to borrow money, and as to the nature of the security.

329. Was there any time specified within which those calls were to be made?—None.

330. Have the directors ever taken it into their consideration when those calls should be made?—The directors will probably be guided in making those calls by the periods when their engagements fall due; the engagements which they have given on the calls.

331. Will you state to the Committee whether the value of the quarter shares, in what is called the market, covers the whole of the calls, or only the 5*l.* paid on them?—I have not properly cognizance of the price in the market; you may take it at 27*l.*

332. That is, the difference between 5*l.* and 27*l.*, I suppose, is to be considered equal to the premium on the 100*l.* shares?—Yes.

333. Now, with regard to the dividend that was made to the company in January, was it made per share?—Made strictly according to the Act, and rateable per share without reference to the calls that had been paid.

334. Was the dividend paid to the directors on the quarter shares also in February?—Yes.

335. And was the dividend estimated on the 5*l.* or the 25*l.*?—On the 25*l.*

336. Then in truth individual proprietors of the 25*l.* shares have received at the rate of seven per cent. per annum upon the 25*l.*, although they have advanced only 5*l.*?—The individual proprietors being the same as the proprietors of the 100*l.* shares, may be considered as identified, unless they have alienated the 25*l.* shares.

337. Is not the effect to give to the proprietors a dividend of seven per cent. per annum for only three months' use of the railway upon the 25*l.* shares, whereas 5*l.* only has been paid?—Seven per cent. on the 25*l.* share.

338. And the railway has been opened only from end to end three months?—Yes.

339. I wish to ask you the gross amount of the receipts of the railway from the 17th September, the day when it was first opened from end to end?—Yes.

340. Allow me to ask you another question with reference to those 25*l.* shares; when the money was borrowed on the difference between 5*l.* and 25*l.*, was the interest between the 25*l.* and the 5*l.* paid to the holders of the shares, or paid by the general receipt of the company?—Whether there was any deduction made for the short payment?

341. What I ask is this: if there was only 5*l.* paid on the 25*l.* share, and money was borrowed, taken up on loan by the company, equal to the difference of 5*l.* and 25*l.*, was the interest of that money so taken up paid out of the general funds of the company, or was it paid by each individual holder of the 25*l.* share?—Paid out of the general funds of the company.

342. Then in truth the holder of the 25*l.* shares saddled the proprietors at large with the interest of the money they ought to be called on to pay up?—The proprietors at large paid the interest.

343. At the same time a dividend is declared, and paid to each holder of those 25*l.* shares, whereas in truth he had only paid 5*l.*?—Precisely. Perhaps I may be allowed to add in explanation of this, that the whole case was brought before the proprietors at a general meeting; and it was with their full concurrence and assent that the arrangement was made.

344. What rate of interest is the company paying for the money borrowed upon

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upon those calls?—Different rates of interest, from four, four and a half, to five per cent.

345. Was the money taken up on the security of the remaining calls borrowed at four, four and a half, or five per cent., or at each rate, or at any one single rate of interest. I ought to have asked you another question with respect to the interest: when was the 5*l.* paid on those 25*l.* shares?—On 15th August 1837; this must have been all borrowed at five per cent.

346. Then what would the dividend on the 25*l.* shares, what would it amount to?—17*s.* 6*d.*; the fourth of 3*l.* 10*s.*

347. Then the holders of the 25*l.* shares received 17*s.* 6*d.*, having paid only 5*l.*, and charged to the company five per cent. for the money borrowed on that 20*l.*?—That is the practical operation of the arrangement.

348. Are you aware at what premium the original shares are selling now in the market?—I have not got the quotation.—(*Mr. Talbot.*) 72*l.* and 73*l.* this morning.

349. *Committee.*] And you state that the 25*l.* are selling at 27*l.*?—£. 22 or 23*l.* premium.

350. The profit on the 100*l.* shares appears to be about 75 per cent. according to that statement, and the profit upon the 25*l.* shares appears to be about 300 per cent.?—I have not gone into the calculation of the relative profits; it depends on the mode in which you stated it.

351. You have 73*l.* profit on 80*l.* paid in one case, and you have 23*l.* profit on 5*l.* paid in another case?—I believe that is so.

352. I wish to know the reason of the difference; why one class of shares is only at a profit of 75 per cent., and why another is at a profit of 300?—I have already assigned the reason: that we considered them as forming an integral part of the original subscription; according to the spirit of the Act, and the letter of it, they are so to be considered.

353. Allow me to ask you another question: are the original shares and the 25*l.* shares always offered together; supposing a party holding them wishes to dispose of them, are they always offered in the market together?—No, certainly not; it is entirely discretionary with the party who offers them.

354. As they are now offered to the public, there is no connexion whatever between the two classes of shares?—No necessary connexion, a party may alienate either. In virtue of his being the proprietor of a 100*l.* share, he becomes the proprietor of a 25*l.* share; and he may alienate that 25*l.*, being proprietor of 125*l.* of the capital stock of the company; but if he does so he alienates it subject to the contingent profit or loss of that portion of his subscription.

355. The question I wish you to understand distinctly is this: suppose I am holder of a share, an original share of 100*l.*, I was entitled to have one share of 25*l.*; would it be imperative on me, supposing I sold the 100*l.* share, to sell the 25*l.* share along with it, or bring them both in the market separate?—You may sell the 100*l.* or the 25*l.*, or you may sell both.

356. Does it not appear very remarkable, and it requires some explanation, why one class of shares are only worth 75 per cent. profit, and another class worth 350 per cent. profit?—It appears to me a necessary result of your making those shares divisible. The Act of Parliament construes and treats the allotment of the 25*l.* shares as if the 25*l.* was to become an integral part of the whole, but subject to that separation; it is therefore entirely at the discretion of the proprietors of the 125*l.* of capital stock, whether they will sell the 100*l.*, subject to the contingent benefit or loss, or 25*l.*, subject to the contingent benefit or loss.

357. Would the price of the quarter shares in the market be what they are, if the company had paid a dividend on 5*l.* only instead of 25*l.*?—Probably not, because a larger sum of money would require to be advanced; and every person making a purchase would take that into account.

358. But the security of both the shares is the same; that is, the receipts of the railroad?—Yes, they are both considered as an integral part of the capital stock of the company.

359. And the security precisely the same?—Yes.

360. Is there any particular time fixed for the payment of the 500,000*l.* not called for on the quarter shares?—It is discretionary with the directors, or the company, properly speaking.

361. How are the bonds drawn out?—They are payable at different periods. I am now to give a return of the issue in anticipation of calls; we have not distinguished

tinguished whether the payment was made on account of the 25 *l.* or the 100 *l.* This is a "Statement, showing when the loans in anticipation of calls, 750,000 *l.*, fall due:

	£.
" 15 January 1841 - - - - - -	31,000
" 15 — 1842 - - - - - -	71,500
" 15 — 1843 - - - - - -	610,300
" 15 — 1844 - - - - - -	2,000
" 15 — 1845 - - - - - -	35,000
£.	750,000"

And here is another "Statement, showing when the mortgages of tolls, 1,375,000 *l.*, fall due:

	£.
" 15 July 1840 - - - - - -	11,500
" 15 January 1842 - - - - - -	325,400
" 15 July 1842 - - - - - -	304,100
" 15 January 1843 - - - - - -	726,000
" 15 — 1845 - - - - - -	8,000
£.	1,375,000"

362. How many quarter shares were not taken by the original shareholders?—One hundred and fifty-five shares; all were taken by the original proprietors except 155.

363. How many shares were taken by the directors?—The directors only took them in the proportion of the shares they respectively held.

364. Do you know the number of original shares held by the directors at the period those quarter shares were issued?—I could not, without reference to the register, tell you.

365. You have it?—Yes, but not in the room.

366. Mr. *Talbot.*] Do you happen to know whether, before the decision was come to by the Board, as to the mode in which the dividend should be paid on the quarter shares, it came to the knowledge of the Board that a sale had taken place, on a certain footing or supposition?—I am quite aware it was so.

367. That supposition being that the directors would act as they have since acted?—Clearly understood by the proprietors.

368. And by parties independent of the proprietary?—Yes.

369. Who had bought?—Yes.

370. I suppose you attended the meetings of the Board?—Regularly.

371. Is it within your knowledge that the directors were, to some extent, fettered by the knowledge of those sales?—They considered they were.

372. These sales being by part of the constituent body?—Yes.

373. After, this was submitted to the general body?—It was submitted to the proprietors at a general meeting; the whole arrangement received their sanction.

374. *Committee.*] I think you stated yesterday that a dividend was paid of 3 ½ per cent., from the 17th September to the 31st of December?—It was paid on all the receipts of the company up to the 31st of December.

Mr. *Talbot* stated that the examination which had taken place must of course be considered with reference, more or less, to what Parliament should do with the present Bill; that he was authorized, on the part of the directors, to say that they had stated to the proprietors that there is no intention of pursuing, with respect to the shares which they seek to issue for the new million, the course which was pursued on the former occasion; that the Committee will have collected, from the questions put to Mr. Creed, that the principle on which the dividend has been allowed on those quarter shares has been wrong, but that the directors say, in their justification with respect to that, that they were fettered by the premature and ruinous disclosure of what were supposed to be their intentions, in consequence of which, sales, to a large amount, took place on the footing presumed, and that they felt the difficulty in which they might place persons who had purchased on that footing.

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The Counsel, being asked whether they were able to show the Committee that no one of the directors had taken that course, Mr. *Talbot* replied, that it was unknown to those about him that any one of the directors had so done.

The Counsel were informed that the Committee felt themselves called upon, this company coming to borrow another million on the issue of shares, to ascertain what use they had made of the power Parliament had given to them previously; that it appeared that, having power to raise 625,000 *l.* by the issue of shares, they had raised 125,000 *l.* of that sum, and had borrowed the remaining 500,000 *l.* on interest at five per cent., while they had been receiving 12 per cent. from the profits of the railway.

375. *Committee.*] (*To Mr. Creed.*) You were understood to state yesterday, that a dividend was paid, on the 31st of January, of 3 ½ per cent., from profits arising from the 17th of September?—From the first opening.

Mr. *Talbot* stated that it was quite correct that the rate had been 12 per cent., but that the railway had been working from June 1837 in part.

The Counsel were informed that it was stated in the minutes, that there was a sum of 29,000 *l.* received previous to the 17th of September, and that the holders of the 25 *l.* shares, while they were borrowing money at the rate of five per cent., were receiving 17 *s.* 6 *d.* on the 25 *l.* shares, on which only 5 *l.* was paid up; the holders of 100 *l.* shares, on which 90 *l.* was paid up, receiving only a dividend of 3 *l.* 10 *s.*

Mr. *Talbot* stated that there was no doubt the 25 *l.* shareholders were better off than the others, the dividend being calculated on the 25 *l.* instead of the 5 *l.*; that that arose not from the free will of the directors, but from circumstances over which they had lost the control, by transactions which occurred which placed them under the necessity of taking the course they had done.

376. *Committee.*] (*To Mr. Creed.*) Can you put in a statement of the sums of money borrowed, besides those two you have given; I believe it was stated that the company had borrowed 480,000 *l.*, or expended more than the capital they were authorized to raise, either by shares or loans?—That is stated on the face of our account, up to the 31st of December.

377. Is that money borrowed on loan?—The greater proportion of it is borrowed upon loan; notes payable 12 months after date.

378. Do they all bear that?—Yes, all except what has been arranged in account.

379. When are they dated?—At different periods.

380. Can you give those?—I have not brought that statement with me; I was not aware that it would be required.

381. I will tell you a difficulty I have about that; I think it is right it should be known; I want to know who signed those notes?—They have the seal of the company.

382. If the company is not empowered to borrow any money, does that seal go for anything?—The company have borrowed no more than is necessary for their works; that is a question between the lender and the company.

383. The company is not empowered to borrow this 400,000 *l.* by the Act of Parliament; and the company, not being empowered to borrow by the Act of Parliament, I ask what the common seal of the company is worth?—That, I presume, is a question with the lender; the lender is informed precisely how we are situated.

The Counsel were informed that it appeared that the Act of Parliament was a piece of waste paper, if the company could be permitted to borrow 400,000 *l.* more than the Act had authorized.

Mr. *Talbot* stated that the undertaking could not have gone on unless they had done so.

The Counsel were informed that it appeared that the company, not being empowered to borrow, the security of their common seal was of no value.

Mr. *Talbot* stated that he should say so, as a lawyer, but that that was the lender's look out.

Mr. *Creed.*] We have never concealed our position, which is sufficiently stated in that paper.

384. *Committee.*]

384. *Committee.*] What is the rate of interest on which those notes have been given?—Five per cent.

385. Can you tell who holds them?—No.

Mr. *Talbot* stated that one of the objects of this Act was to render the security a good one.

386. *Committee.*] Now with regard to the gross revenue of the company up to the 17th of September, when the railway opened, there remained a balance of 29,000 *l.* and some hundreds, as profit for the passengers and traffic on the railway since it had been partially opened?—To the 30th June; the proportion of the receipts which you required me to furnish you with, is from the 17th September.

387. We shall come to that presently; now at the time this 29,800 *l.* was accruing, did the company receive anything more for merchandize?—A very trifling sum indeed.

388. That agreement, if agreement it could be called, with Baxendale, Pickford & Company, was not then in existence?—That did not commence till the general opening.

389. Not till the 17th September?—Yes.

390. Was any charge made in the statement of the accounts of the company as an annual charge for the erection of the tanks and water-pipes?—In the account of capital?

391. Yes.—In the account of capital.

392. Then the company have considered that the making of tanks, and the erecting of water-pipes for the purpose of supplying locomotive engines, as a part of the railway itself?—As part of the railway.

393. A part of its capital was expended for that purpose?—It was.

394. And when that capital was so expended, the company were empowered to take certain tolls as a remuneration for that outlay of capital?—Yes, that being a part of it.

395. Was there any charge in that account for the expense of raising water, or did that go to capital?—That is made a charge on the revenue.

396. Then the expense of raising water is deducted from the gross revenue before the balance is struck?—Yes.

397. Now we come to the period subsequently to the 17th September up to the 31st December. What is the gross amount of your revenue within those three months and a half?—£. 135,915, exclusive of the sum due from the Post-office for carriage of the mails.

398. What does that amount to; the Post-office?—It is under arbitration now.

399. Will you please to state to the Committee how much of that 135,915 *l.* was deducted in the account of the company before the balance was struck with which a dividend was to be paid?—It is not stated specifically in the account, and is not separated, nor could I give you the details without going through the account again.

400. Do you mean you are not in a position, in any accounts you have got here, to show the net profit?—Not from the 17th September, because we have made up our accounts for six months between the beginning of July and the 31st December.

401. I think you had better state it?—For the whole half year?

402. Yes.—The gross receipts have been 203,415 *l.*; I leave out the fractions. I will give you the totals, with the interest on cash balance; it is 204,377 *l.*

403. How much was deducted by the company from the 203,377 *l.* before a balance was struck out of which the dividend was to be paid?—£. 72,605 for the expenses; for reserve for depreciation of stock, 11,312 *l.*; for interest on loans from the 17th of September, 33,854 *l.* 15 *s.* 5 *d.*

404. Why was not the interest charged from the 30th of June?—Because previously to that time it was a charge on the capital.

[*The Account referred to by the Witness was delivered in.*—Vide *Appendix, No.* 2.]

405. What was the amount that would have been charged for interest between the 30th of January and the 17th of September if it had not been added to capital, charged to capital?—£. 19,000 more, it would have been.

406. What was the amount charged for interest?—£. 33,854; and there would have

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have been a sum of 19,100 *l.* and fractions more if the charge had been made from the 1st of July.

407. Now what other deductions are there?—There is no other deduction; to that balance you have to add the balance of the revenue on the 30th of January, 29,854 *l.*

408. What was the amount of the interest on loan up to the 17th of September?—£. 33,854.

409. Was there a balance due of profit on the 30th of June; of profit of 29,854 *l.*?—Yes.

410. Then the gross receipts of the company were 204,377 *l.*?—And there was a balance of 29,854 *l.*

411. From which is to be deducted?—The charges which I have just now read to you.

412. If the 19,000 *l.* had been added, there would have been so much more to deduct, of course?—Yes.

413. What do you make those three items amount to?—£. 117,771.

414. Then that leaves how much?—£. 116,458.

415. As a balance, is it not?—Yes.

416. Now what does the dividend amount to?—£. 109,375.

417. Was that 109,375 *l.* divided upon the rate of 3 *l.* 10 *s.* on the 90 *l.*, and 17 *s.* 6 *d.* on 25 *l.*?—£. 3. 10 *s.* on 100 *l.*, and 17 *s.* 6 *d.* for the 25 *l.*

418. For six months?—Yes.

419. That amounts to 109,375 *l.*?—Yes.

420. Supposing that 19,000 *l.* had been charged to the annual expense of the undertaking, would there have been a balance for the company, or against it, after making that deduction?—There would have been a balance of 12,000 *l.* against the company.

421. But in the charges which have been deducted from the gross receipts of the company is the charge for locomotive power included?—Yes.

422. To whom is that paid?—It is paid to the company itself.

423. To whom?—Directly to the parties who furnish the materials; the company are the paymasters themselves.

424. To whom?—To the parties who furnish the necessary materials; the company pay the wages and stores, and every material connected with the working of it.

425. They pay the wages of the engine-men?—Yes.

426. Then the gentleman who has contracted to supply locomotive power does not pay the engine-men?—No, the company.

427. Then whatever agreement exists between Mr. Bury and the company excludes the engineers?—The agreement with Mr. Bury is not come into force yet.

428. I presume there are terms of the contract before the directors on their minutes?—Mr. Bury's contract is at present not brought into action, and the company therefore work their own locomotive power.

429. That does not answer my question. Is there any minute of a contract between the company and Mr. Bury upon the books of the company?—Yes, there is.

430. Now please to let us know the nature of that?—That on the entire opening of the line, when the works are completed, Mr. Bury is to have a certain remuneration, subject to certain conditions.

431. What is that remuneration, and what are those certain conditions?—That is a farthing per passenger per mile, and a halfpenny per ton of goods per mile.

432. I wish to ask whether by the agreement, if it does exist, but supposing it were carried into force to-morrow, I ask whether the company would, under that agreement, have the engineers entirely under their control?—I am not prepared to answer that question.

433. Would the company have to pay the engineers, or Mr. Bury have to pay them?—We should have to pay the engineers.

434. And debit Mr. Bury with it?—Yes.

435. Then, in truth, Mr. Bury would pay the engineers, although, for the safety of yourselves and the public, you choose to have the engineers under your own control?—We should pay the engineers.

436. But charge it to Mr. Bury in account?—Yes.

437. In part payment of your contract to him?—Yes.

438. Then I ask, what is the object of the company in paying the engineers themselves?—The company, by the terms of the contract, are bound to keep all

the accounts relating to locomotive power; they could not keep those accounts unless they had made the payments all themselves.

439. That might be true; it does not touch this point I now wish to have an answer to; I want to ascertain the object of the company in paying the engineers themselves, rather than in letting Mr. Bury do it?—(Mr. *Talbot.*) They find all the capital.

440. *Committee.*] Then the company find Mr. Berry all the capital necessary to carry on his works, and Mr. Bury receives a farthing per passenger per mile for all the engines used on the railway, and a halfpenny per ton per mile for all the goods his engines carry?—That is supposing the contract carried into effect.

441. I wish to ask you, as I asked yesterday, does that agreement with Mr. Bury compel the company to find water for his engines?—Yes, it does.

442. Does the company make any charge to him for that specific accommodation?—Nothing but the labour and interest on the capital of the pumping-engines and machinery.

443. Would the company, in case any other persons are inclined to use the railway with a locomotive engine, offer to that individual the same accommodation?—I am not prepared to answer the question.—(Mr. *Talbot.*) I am. I understand Mr. Bury's account is debited with the pipes, so far as that outlay regarding the supply of water is concerned.

444. *Committee.*] You stated before that the charge for the tank and the water-pipes is carried to the account of capital by the company?—It is.

445. Then, I ask, if the tolls are received as a remuneration for that outlay of capital, why should the company make an additional charge for the use of tanks and pipes; is there any clause in your Act of Parliament authorizing you to do it; I have no doubt you are conversant with the Acts of Parliament?—

Mr. *Talbot* stated, that it was a charge for locomotive power, the water contained in the tanks being necessary for the creation of steam.

The Counsel were asked whether this was to be considered as coming under the clause which authorizes the charge for locomotive power.

Mr. *Barker* stated, that there was none made at present, except in account between Mr. Bury and the company.

The Counsel were asked whether, supposing the Midland Counties Railway Company should effect a junction with the Birmingham, and choose to introduce their locomotive engines on the Birmingham Railway, they would have a right to use the tanks and pipes of the Birmingham Company.

Mr. *Talbot* stated, that supposing his construction of the clause as to its coming within locomotive power to be incorrect, then there is no enactment compelling the company to give water, or to take a price for it, and therefore the parties would be at common law upon that.

The Counsel were informed, that it appeared by the evidence of the witness, that the company consider the charge for supplying water and pipes and tanks, as a charge to be carried to the capital account of the company.

Mr. *Creed* stated, that that applied not to the plant, but to the labour.

The Counsel were informed, that if the remuneration given to the company is by tolls, and if the outlay of the tanks and pipes is carried to the capital account, it did not appear that there was any other source to which they should look, except the tolls.

Mr. *Talbot* submitted that it was not fair, as a matter of reasoning, to take the contract between the company and Mr. Bury, their own servant, the mode by which they were endeavouring to ascertain what locomotive power costs, and to apply that to a calculation between them and a customer who was entirely indifferent to them.

The Counsel were informed, that if Mr. Bury had contracted to do the work for a certain sum, that appeared to be some evidence of the amount required; that if it appeared that a farthing per head per mile was sufficient, it would be outrageous to charge three halfpence for it.

Mr. *Talbot* submitted that the inference from the result was, that a larger sum would be required for that; Mr. Bury having conceived one farthing per mile would repay him, the company had released him from the engagement.

The Counsel were directed to put in a copy of the bye-laws, and the same were put in.

446. Is this an exact copy of the bye-laws, as returned to the Order of the House of Commons the other day?—Yes, it is a copy. (*Vide* Appendix, No. 3.)

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447. *Committee.*] (*To Mr. Barker.*) Did Bury offer any security for the completion of the work?—He did, originally.

448. Was the security enforced?—No, it was not.

449. Was it by personal guarantee or by bond?—By bond.

450. Did Bury receive a salary from the company?—He does now; he did not during the existence of the contract.

451. *Committee.*] (*To Mr. Creed.*) Will you be good enough to state the number of passengers that have been carried on the railway since the 1st of January.

Mr. *Talbot* stated, that there was not the least objection on the part of the company to the Committee knowing this; but that it was felt that, in many respects, it might be prejudicial to the interests of the company to have a premature disclosure of the revenue of the company at the present moment.

The Counsel were informed, that the question appeared to be relevant, inasmuch as it was the duty of the Committee, when application was made to borrow an additional million, to see whether the revenue of the company would not enable them to effect the object without borrowing.

452. *Committee.*] (*To Mr. Creed.*) Has the revenue of the company fallen off or increased since the 1st of January?—There has been very little difference. The difference is not of sufficient importance to make it of any consideration. From January to March there is no means of making a comparison but by taking a corresponding period.

453. Has the quantity of merchandize carried by the company increased?—The proportion is very nearly the same as it is with regard to passengers.

454. Has the amount of goods averaged a hundred tons a week?—More than that.

455. Has it amounted to a hundred tons a day?—Not so much.

456. Fifty tons a day?—Rather more than 50 tons a day.

457. Are you under a contract to carry a particular quantity a day?—What one engine will carry.

458. Engines vary in power?—This is a more powerful description of engine.

459. What is that engine capable of drawing?—One hundred tons.

460. Is 100 tons the limit of its power?—From 100 to 120.

461. Will it reach 130?—I think it would not, up the inclines.

462. Then the company is under an engagement to carry as much as 100 or 120 tons, supposing that to be the quantity the engine can carry?—No, we have not the power to do it. We have not the accommodation for it.

463. Have you not entered into a contract, or are under a contract, as to the quantity?—We have no contract as to the quantity; we are not to carry more than one engine could take; we have not accommodation to take what one engine could take.

464. I ask you now what that engine will draw, and it turns out that it will carry 120 tons?—We cannot carry more.

465. You are bound to carry as much?—We have not accommodation for it.

466. Still by your contract you are bound to carry 100 tons, and if you have not accommodation you must apply to the party and be released?

Mr. *Talbot* stated that he believed the following to be correct; that if it was not, Mr. Creed would correct it: that the weight of an engine-load is about 100 tons; that there being accommodation for despatching only one engine for this object, the train must convey other things besides goods; that it carries 50 tons, the waggons weighing 12 tons, and also materials for the use of the company to the amount of 48 tons.

Mr. *Creed* was directed to give the amount of merchandize carried at once, which he stated he would do without delay.

467. (*To Mr. Creed.*) With respect to carriages on the road, is there any rule for applying an engine when there is more than a certain number in the train?—Captain Moorsom can give you better information than I can on that point.

468. (*To Captain Moorsom.*) Is there any rule to put an additional engine under those circumstances?—When the train exceeds 12 carriages, or in peculiar circumstances of fine weather of 14, we put on an additional engine.

469. Either before or behind?—Always before.

470. There was one question I omitted as to Mr. Bury, when the sum of a farthing and a half-penny was spoken of. Captain Moorsom, perhaps you can answer

answer this better than Mr. Creed: was there any limit as to the speed with which the passengers were to be conveyed?—These terms implied a speed of 22 ½ miles per hour.

471. If the agreement stipulated that a rate of speed should be acquired of 22 ½ miles per hour, how is it that the public have been six hours and a half in being carried from end to end?—That arose from stoppages; in that rate, in the 22 ½ miles, were included such stoppages as the contractor found it necessary to make for the supply of his engines with water and fuel, but exclusive of such stoppages as the company were to make to take up and set down the passengers; and the length of time, six hours and six hours and a half, arose to a certain extent from those stoppages.

472. Twenty-two miles and a half an hour would bring us from Birmingham to London in five hours; then there are the stoppages to be added for supplying the engines?—Yes.

473. Surely the difference between five hours and six hours and a half is not occupied in supplying locomotive engines with water and fuel?—I except those stoppages arising from taking up and setting down passengers.

474. There is an hour and a half expended for that purpose?—It varies from about 50 minutes to hardly 80, perhaps; certain trains, that stop at all the stations, must be considerably longer.

475. That you provide for by the extra half hour?—Yes.

476. (*To Mr. Creed.*) Now, Mr. Creed, are you able to give us that information?—The total quantity of merchandize for 24 weeks, from the 17th of September to the 2d of March, has been 10,417 tons, equal to 434 tons per week, or 72 tons 6 cwt. per day.

477. Now I must ask one question with regard to this: what does the company charge for this merchandize?—We make no charge.

478. No charge at all?—We receive an allowance, a fixed allowance, from Messrs. Pickford & Co.

479. What is that allowance?—At per waggon.

480. What is that allowance?—Three pounds per waggon, not per ton.

481. Would that arrangement enable Messrs. Pickford & Co. to carry small parcels as well as merchandize?—Not the small parcels.

482. Nothing under 5 cwt. or 1 cwt.?—I am only cognizant of the sum which we charge per waggon.—(*Mr. Baxendale.*) Mr. Creed is quite in error there; there is a charge of 35 *s.* per ton on everything from Birmingham. It was when the Grand Junction Canal was in that lamentable state for want of water, that was the cause of this arrangement; at that time from Wolverton to London there was a charge of 3 *l.* 7 *s.* 6 *d.* a waggon; when the Grand Junction got water again and got out of their difficulty, then the trade from the North of England to this point was at the rate of 35 *s.* a ton from Birmingham to London. The arrangement was made, and might have been made by any carrier that liked, betwixt London and Manchester and Birmingham. Then those parties who made that arrangement had the benefit of passing over the London and Birmingham line at the rate of 35 *s.* a ton.

483. (*To Mr. Creed.*) When did the company cease to charge 3 *l.* a waggon to Pickford & Co.?—I am not aware of it.

484. Who is able to answer it?—(*Mr. Baxendale.*) The very moment they ceased to carry from Wolverton to London that charge ceased.

485. (*To Mr. Baxendale.*) When was that?—The end of December.

486. Up to the 31st of December, when merchandize was carried from London to Wolverton, it was 3 *l.* a waggon?—£. 3. 7 *s.* 6 *d.*

487. Was there any limitation to weight?—Three tons and a half.

488. If 3 ½ tons was carried in one waggon, I presume whether you carried less, the charge was the same?—Yes.

489. And since the 31st of December the charge made to Pickford & Co. by the railway has been 35 *s.* a ton?—Yes.

490. (*To Mr. Creed.*) Can you state what is the expense after the railroad is completed in maintaining it per mile per annum?—That I am incompetent to answer.

491. Can you tell on what principle the charge for conveying horses on the railroad is made?—I would rather you asked Captain Moorsom.

492. (*To Captain Moorsom.*) Explain the principle on which the conveyance of horses is made?—The conveyance of a horse-box, which is a cumbrous, heavy

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machine, holding a great deal of wind and requiring considerable steam-power to pull it along, is exceedingly expensive to the company, and it became necessary to lay a tolerably high charge on it.

493. Had you not better say what the charge is for a horse?—Fifty shillings from Birmingham to London.

494. Two horses come something cheaper, do not they?—Two horses would be double; if you take the whole box, it may be had for 6 *l.*

495. How many will the box hold?—Three.

496. You charge the same from Coventry?—There is the proportion; I will read the scale: "For any distance not exceeding 30 miles, 20 *s.*; not exceeding 55 miles, 30 *s.*; not exceeding 85 miles, 42 *s.*; for the whole distance 50 *s.*"

497. Exceeding 85 miles, 50 *s.*?—Yes.

498. How is that money made up; how is that charge made up?—This is a question relating to the toll part.

499. Yes?—I am afraid I can only say that the question has never been discussed or mooted as a toll, but it is a certain sum taken under the powers of the Act, by which we may and can carry these.

500. There is a specific sum which you are allowed to charge, which is 1 ½ *d.* a mile for each animal, which makes 14 *s.*; now the difference you make is between 14 *s.* and 50 *s.* between London and Birmingham?—(*No answer.*)

Mr. *Talbot.*] If the box was drawn empty it would cost us that sum.

501. You have the same charge for all four-wheeled carriages; do you charge the same for a pony carriage and a heavy landau?—If two carriages can be put on one truck, they are charged only as one carriage.

502. You mentioned the case of the horse-box; one carriage will hold a great deal more wind than another?—Just so.

503. You have seven trains start every day, have you not?—There are six, with a short train.

504. Do you intend to increase the number of trains in a day?—That must depend entirely on the increase of the traffic; at present we have no warrant for increasing them.

505. How many trains can you start in a day with safety?—I do not see any difficulty in sending a train every half hour, or even shorter intervals, provided they were alternated, fast trains and slow.

506. What is the greatest amount of speed you will attain to?—At present not more than 25 miles quite safe or prudent.

507. But hereafter, when it gets settled?—I rather think the Liverpool and Manchester go at the rate of 30 miles an hour, and the London and Birmingham will do the same if the roads are all as good roads.

508. The Great Western goes at 35 miles an hour?—I have not been there; there are other differences there to account for it.

509. Does the increase of speed increase much the wear and tear of the engines and road?—It increases very considerably the cost of conveyance, both as to wear and tear, and as to consumption of fuel; I do not think the rate has ever been ascertained.

510. Do you contemplate carrying things of heavy burden, such as stone and coal, or those kind of things?—Not at present; it has not been thought of; first of all we must get the best traffic, and then turn round and see what more we can get.

511. Will you ever carry fat oxen to any great extent?—I should rather apprehend the animals will be slaughtered at some convenient place, and the carcases brought up.

512. You have no train that arrives somewhere about half-past six or seven o'clock to enable the public to go on through different parts of the country by the mail the same evening?—No, there are none.

513. How near to it?—There is a train at half-past seven, but none between that and half-past two.

514. A train arriving in London at half-past seven?—Yes.

515. That runs it rather fine, the mails leaving all the offices before eight?—Yes.

516. Do you know what number of persons are employed in keeping the road in repair?—There is a very considerable number of persons employed on the road; it is difficult to separate those that are employed in keeping it in repair and those who are finishing off the works that are unfinished.

517. *Committee.*] In the account that was made to the 31st December, they are

are all charged?—There was a proper separation made, what subjects belong to capital and what to revenue.

518. Is that done by contract?—We are trying to make contracts; there is an offer made by contract, but nothing settled.

(*The Parties were directed to withdraw.*)

After a short time the Counsel and Parties were again called in, and informed that the following resolutions had been proposed:

"That provision be made in the Bill that the company be bound to pay up the remainder of the calls at intervals of three months, by the call of 5 *l.* each, and appropriate such calls to the liquidation of the loans borrowed upon security of those calls.

"That the capital be increased by 40,000 shares of 25 *l.* each, but that the company be obliged to make the calls, and be not authorized to borrow the money upon the credit of the calls, and that these shares be offered to all proprietors in equal proportions of the nominal value of their shares respectively."

Mr. *Talbot* stated, that it would be quite impossible for the supporters of the Bill to take the first clause; that it would be a decided breach of contract; that they could not undo what had been done by the company, in which the interests of other parties were involved.

The Counsel were asked whether the company would have any objection, instead of issuing shares to the amount of a million, to borrow the million, and to make the 750,000 *l.* now borrowed on the former shares a part of the million, raising 250,000 *l.* more.

Mr. *Harrison* stated, that he did not see what the effect of the proposed measure would be.

Mr. *Talbot* stated, that the effect would be to create a double loan to pay off the first; that the company had already borrowed money, and had put its seal to bonds, and it was now proposed that they should borrow money on those shares, to pay off the bond debts, a power they did not ask by the Bill.

The Counsel were desired to consider the proposition; supposing the 750,000 *l.* to go on as a part of the million to be borrowed, and 250,000 *l.* to be added to it, or the shareholders to liquidate that amount by the payment up of the money borrowed.

Mr. *Talbot* stated, that the times of the payments were fixed; that the bondholders expected the money they had lent to remain entitled to the interest specified for six, seven, or eight years, and it would be unfair towards them to require them to be paid off immediately.

The Counsel were informed that on payment up of the shares unliquidated, Parliament might give the power to raise a million to discharge the debts of the company, the 750,000 *l.* being considered as a part of the million.

Mr. *Harrison* submitted that that would be completely altering the security which the lenders now had.

Mr. *Talbot* stated, that the lenders had advanced their money on the security of the calls of the company, and could not deal with those calls so appropriated, and pledge them, any more than a person who had mortgaged his estate could afterwards deal with it.

The Counsel being asked whether any particular time had been specified when the money now borrowed on the security of the calls should be repaid, Mr. Creed stated that every debenture stated the date at which it was to be paid off.

Mr. *Talbot* stated, that there would be no objection on the part of the company to engaging to call on the shareholders to receive the money on their debentures as soon as the period agreed upon arrived, and to put in force the security for which the debentures were given; that to carry into effect the agreement which had been made, the Company had borrowed money on future calls, the calls being postponed to a certain time, at the option of the lender and the borrower.

The Counsel were desired to consider whether they might not apply by their Bill to borrow a million of money, and compel the shareholders to pay up the 750,000 *l.*, that the bonds now in the hands of the parties might continue and form a part of the million to be borrowed under this Bill.

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Mr. *Talbot* stated, that any person holding one of the debentures might file a bill in Chancery against the company, and they would not be protected by the clause if introduced into the present Bill.

The Counsel were informed, that in consequence of what had occurred in respect of the 25*l.* shares, it appeared necessary to provide that the dividend should be paid only on the amount actually called.

Mr. *Talbot* stated, that the question, what was the amount on which the dividend ought to be paid, was a question which had occupied the attention of the directors.

The Counsel being asked whether they did not admit that the course of proceeding had been wrong, and that Parliament ought to interpose to correct it, Mr. Harrison admitted that a wrong course had been pursued, but submitted that the course proposed to correct it would be an act of injustice towards parties interested.

Mr. *Talbot* submitted, that if persons should have staked their fortune on the 25*l.* shares on the guarantee of the credit of the directors, that the same course which they had begun would be pursued, it would not be just on the part of the Committee to come to a resolution that what was worth 17*s.* 6*d.* shall in future be worth only 3*s.* 6*d.*

The Counsel being asked whether injustice was not done to the other shareholders in the company, Mr. Harrison stated that they did not complain; that all these matters were arranged at a general meeting, at which all had a right to attend.

Mr. *Talbot* stated, that many of the proprietors referred to the Act of Parliament, and saw that in what the directors proposed they were justified by the sanction of the Legislature; that the Legislature had said that they might divide on the whole of a share when any part of it was paid up; that no doubt the Legislature had been wrong, but that the error, if committed, must be cured prospectively.

519. (*To Mr. Creed.*) Will you tell us when the first debentures become due, which have been granted on the security of the calls?—In about four years.

520. Was any money borrowed on the remaining 10*l.* of the original 100*l.* shares?—Yes.

521. When was that borrowed?—As soon as the mortgages had been completed; I mean the money borrowed on the tolls.

522. When will that be?—Debentures given for that become due at various times, probably about January 1843.

523. Can you show the Committee the precise times when money was borrowed on mortgage of the tolls, and on security of the tolls and calls, and the precise times when those monies become due?—I can show you the precise time when the money was borrowed on security of the tolls and calls; here are the accounts. (*Vide* Appendix, Nos. 4 and 5.)

The Counsel were informed that the Committee proposed to adjourn, and that they were requested to consider the propositions which had been made against to-morrow morning; that the inclination of the Committee was to see whether they could not make the calls meet the debentures as they became due.

Mr. *Talbot* submitted that there was great misunderstanding on the subject of loans on the security of the calls; that though it was *primâ facie* unsound that a company should be allowed to borrow instead of making calls, the undertaking was in consequence expedited; that the works must have been postponed if the company had not been enabled to borrow money.

The Counsel being informed that it would tend to the saving of time if the Committee were informed what the intention of the directors was as to the dividing the shares created under this Bill,

Mr. *Harrison* stated, that that would be decided at a meeting of the proprietors, according to the ordinary course of proceeding.

The Counsel being asked whether the Bill intended to include the holders of the 25*l.* shares in the right of participating in the new shares,

Mr. *Talbot* stated that that was left uncertain.

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Mr. *Harrison* stated, that having been informed that the Committee had, after the Committee-room was cleared yesterday, considered certain matters, and that several Members had expressed an opinion, on the coming to certain resolutions, the effect of which might be highly injurious to the promoters of the Bill, and make it a question whether the Bill should be carried forward, he trusted that those would not be passed into the form of resolutions without the Counsel in support of the Bill being heard thereon.

Richard Creed, Esq., further Examined by the Committee.

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524. ARE there any other debts owing by the company than those included in the 480,000*l.*?—There are debts owing to the contractors for the works, not to a large amount.

525. How much do they amount to?—It would be difficult to say, till we got our accounts in.

526. Can you give an estimate of them?—It would be very difficult to do it.

527. Do it as nearly as you can?—The amounts that we should have to pay the contractors would be small, if they were to be taken with reference to the works that have been executed, but not paid for. I presume that is the only object of the inquiry.

528. The object of the inquiry is this: many of the contractors were not able to complete their contracts for the sum they agreed to do the work for with the company; was not that the fact?—Several.

529. Are the company liable to anybody for any money for goods supplied to complete the works which the contractors were unable to finish?—In all cases of the description referred to, the company themselves took up the works and became the paymasters. All, therefore, that we consider to be owing the company is merely what we have reserved according to the terms of the contracts, which would not amount to a sum in the aggregate of 50,000*l.* upon the 31st of December.

530. The whole of the debt yet unpaid by the company for the completion of the railway, as far as the contractors are concerned, is 50,000*l.*?—For the works completed on the 31st of December.

531. Is there any liability under which the company now are for the completion of those contracts?—No other liability.

532. What sum would it require, according to the best opinion given to the company, to complete those contracts?—That refers, I presume, to the road.

533. It is meant to include everything the contractors were obliged by their contract to do?—I have not the information.

534. Have you any means of obtaining it?—I should think that very doubtful, taking it to the 31st of December.

535. Can you give the Committee an opinion upon the sum?—For the liabilities of the company under contracts when executed, I do not think that on the 31st of December the liabilities to the contractors, taken in the aggregate, could amount to 50,000*l.*, certainly not more.

536. Does that sum of 50,000*l.* include every account already delivered in to the company?—The accounts already delivered in to the company; those that were clear have been included in one general account.

537. Are there any of the accounts which have been delivered to the company which are not discharged?—Certainly, some balances.

538. Are those balances included in the sum of 50,000*l.*?—I include generally all balances to our contractors for works. I am speaking, perhaps, a little too vaguely in saying 50,000*l.*, but from 50,000*l.* to 100,000*l.* would be the utmost. I have not the means of stating the amount accurately.

539. Were there any other debts owing by the company for any other purpose?—On the 31st of December there were no other debts than those stated in the sum I have mentioned.

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540. Not for any purpose whatever?—Not for any purpose whatever.

541. Then the sum of between 50,000 *l.* and 100,000 *l.* would clear the company from debt?—For works executed on the 31st of December.

542. Is there anything else, or why do you say for works?—I do not mean to say there are not engines that may be in the course of delivery, but those were at that time being executed for the company, but not completed.

543. Then as far as the company are concerned, the sum of between 50,000 *l.* and 100,000 *l.* is sufficient to discharge all their obligations?—Yes.

544. Have the liabilities of the company increased since that period?—Not the liabilities; but we have had to pay for works since executed; works have been carried on.

545. The amount of the debt has not been increased since that day?—The amount of the outlay has been increased, but the amount of the outstanding debts certainly has not been increased.

546. Has the sum of 480,000 *l.* borrowed by the company been increased since that period?—It has been increased. The debts unpaid have not increased since the 31st of December.

547. Has that sum of 480,000 *l.* been increased?—It has.

548. By how much?—I should say by 150,000 *l.*

549. Then, in truth, the company have borrowed, instead of 480,000 *l.*, 630,000 *l.* without any authority?—Exceeding the capital.

550. Be so good as to give the exact sum the company have borrowed without the authority of Parliament, up to the latest period?—I could not, without referring to my books. My answer had reference to the inquiry made up to the 31st of December.

551. Are the Committee to understand that the sum the company has become indebted to somebody without the authority of Parliament since the 31st of December, has been increased by the sum of 150,000 *l.*?—I believe I can state precisely what it was up to the 15th of March, 631,000 *l.*

552. That includes the 480,000 *l.*?—Yes; the 480,000 *l.* has been increased up to 631,000 *l.*, making an increase of 151,000 *l.*

553. Does the sum of 631,000 *l.* include the sum you just now told us the company were liable to, amounting to between 50,000 *l.* and 100,000 *l.*?—Since the 31st of December the balances to the contractors have been considerably reduced in amount, I suppose, but I have not the means of stating correctly with regard to a portion; the accounts still in the engineers' hands would be greatly below 50,000 *l.*

554. On the 15th of March, besides the sum of 631,000 *l.*, the company is indebted to one or other to the amount of about 50,000 *l.*?—I cannot say, unless the accounts were in my possession, but I should say under 50,000 *l.*

555. Is there any limit in the Act of Parliament to the charge which the company may make for the use of locomotive power?—

> Mr. *Talbot* stated that this depended upon the construction of the clauses of the Act of Parliament, and that he would state the fact that, so far as passengers were concerned, there was a limit, but as far as goods were concerned there was not.

556. *Committee.*] (*To the Witness.*) What expense was entailed on the general fund of the company by the mode which the company adopted to dispose of the 25,000 shares of 25 *l.* which the company raised under the authority of 1 Vict. c. 69?—I do not understand the question.

557. What charge was brought upon the general funds of the company in the payment of interest charged in anticipation of the calls on the 25 *l.* shares?—It is the interest, or 20 *l.* on each share, equal to 500,000 *l.* for two years, amounting, therefore, to 50,000 *l.*

558. What per-centage has been paid to the original shareholders in the way of dividend during the last six months upon the original shares?—£. 3. 10 *s.*

559. What per-centage is that upon the 90 *l.*?—Rather more than eight per cent. per annum.

560. What per-centage have the holders of the 25 *l.* shares, having paid only 5 *l.*, received during the same period?—They received 17 *s.* 6 *d.*

561. What per-centage is that?—I have not calculated it.

562. Is it not 35 per cent.?—I am not able to state it at the moment.

563. What per-centage is 35 *s.* on 5 *l.*?—It is seven times five.

564. Then,

564. Then, in truth, the proprietors of the original shares have divided, during the last six months, about eight per cent. per annum, and the holders of the 25 *l.* shares, having paid only 5 *l.*, have received interest at the rate of 35 per cent.?—Yes, on the capital they paid up.

565. Had the interest of five per cent., paid on the 500,000 *l.* unpaid on the 25 *l.* shares, been deducted from the dividend before it was made?—It was deducted on the general account; the dividend was computed on the balance; the interest, therefore, has virtually been paid by the proprietors of all the shares, whether 100 *l.* or 25 *l.*

566. Did every original 100 *l.* shareholder receive those new shares?—Every individual holder received a quarter share, or had the option of taking it.

567. Mr. *Talbot.*] Do you know that many hold those quarter shares now?—By far the greater proportion.

568. Have any 100 *l.* shareholders, who took those 100 *l.* shares, had the benefit of this original dividend?—Yes, it was always considered that they were entitled to the share.

569. When was the first advance of money by the original shareholders to this undertaking, was not it so long ago as 1830?—It was.

570. Are there now amongst the proprietors of the company a large proportion who were original subscribers?—A very large proportion; the largest proportion of the company.

571. I may, with truth, say, all those persons have been out of their money, part of it, for nine years, or nearly so?—As far as the deposit is concerned.

572. When did the 10 *l.* calls begin?—The first call after our Act was made on the 21st of October 1833, our Act having been obtained in May 1833, that was a 5 *l.* call; I have a statement of the calls here; it is as follows:

ABSTRACT of Calls, £. 100 Shares.

		£.
1830 - -	Deposit of 5 *l.* per share -	125,000
1833: 21 Oct. -	Second call, 5 *l.* - - -	125,000
1834: 15 April -	Third ditto, 5 *l.* - - -	125,000
21 Oct. -	Fourth ditto, 10 *l.* - -	250,000
1835: 15 April -	Fifth ditto, 10 *l.* - -	250,000
21 Oct. -	Sixth ditto, 10 *l.* - -	250,000
1836: 21 Jan. -	Seventh ditto, 5 *l.* - -	125,000
21 April -	Eighth ditto, 10 *l.* - -	250,000
21 Oct. -	Ninth ditto, 10 *l.* - -	250,000
1837: 21 Jan. -	Tenth ditto, 5 *l.* - - -	125,000
21 April -	Eleventh ditto, 10 *l.* - -	250,000
26 July -	Twelfth ditto, 5 *l.* - -	125,000
	£.	2,250,000

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573. *Committee.*] When was the last call made on the original shares?—On the 26th of July 1837.

574. You have been asked with regard to the calls; of course the shareholders who paid those calls had lost the interest upon their money until the dividend was made?—Yes.

575. Has the value of the shares to persons anxious to dispose of them, been at a price to remunerate them for that loss of interest?—The premium in the market has been, certainly.

576. Mr. *Talbot.*] Are you able to state what the amount of interest would be which would be to be deducted for the purpose, supposing a party to go into the undertaking at first, and to pay his calls at the times specified in the account you have given?—I will put in that as soon as it can be calculated.

577. *Committee.*] Has a larger proportion of the 25 *l.* shares been sold than of the 100 *l.* shares, since the 25 *l.* shares were issued?—I should think there was, but I cannot speak positively without referring to the books.

578. A larger number of the new 25 *l.* shares have been transferred, than of the original 100 *l.* shares, since the issuing of the 25 *l.* shares?—A larger number of the 25 *l.* shares, issued to the original holders have been transferred, than of the original 100 *l.* shares.

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579. Can you state the proportion?—Not without reference to the register; I can furnish it on referring to the book.

580. Mr. *Talbot.*] They are within the reach of many more persons, I suppose?—Precisely; that is the reason.

581. *Committee.*] In that paper will the names of the transferees appear?—No.

582. Has not every quarter shareholder, where the original share had been paid, a very large premium, to entitle him to that extra interest?—Yes.

583. Those who sold the original quarter-shares derived the benefit of that price?—Yes, they did.

584. They were publicly sold in the market like the other shares?—Yes, in every case they were sold regularly in the market.

585. Have those 25 *l.* shares been transferred, to any extent, a second or third time after they were sold by the original holders?—In a variety of cases they were.

586. Those parties who bought a second or third time could derive no advantage whatever from the high premium?—I am not aware of the advantages they derived; they purchased them in the market; that was their affair.

587. Are the Committee to understand that no agreement, either verbal or written, exists between the company and Pickford & Co. for the carriage of merchandize?—My coadjutor, Captain Moorsom, had special charge of that part of the business, therefore I must decline giving a reply to it.

588. If any agreement existed, or had been made by Captain Moorsom, would it not appear upon the books of the company?—There was a committee appointed to make the arrangement; I am not necessarily cognizant of what was done by the committee.

589. If a sub-committee was appointed to effect an arrangement, would they make no report to the board of directors?—The committee of administration for carrying on those arrangements, were empowered to make such arrangements as they thought fit, without being obliged to report them in every case to the board of directors.

590. Do you mean that authority was given to the sub-committee?—They reported at meetings of the board, but I mean that they had the power.

591. If a report was made, that report was entered in the books?—Every arrangement with Messrs. Pickford & Co. has been entered upon the books; but not having had the special charge of that department, I cannot answer the question without reference to the books, which are not here.

A Member of the Committee stated that he should require that the books, or copies of all extracts upon the subject, should be produced before the Committee.

Mr. *Talbot* submitted that the petitioner who had opposed the Bill, having made an arrangement with the company, under the sanction of the Committee, this inquiry was not relevant.

The Counsel were informed that the Honourable Member would not press this.

592. *Committee.*] An agreement was entered into with Mr. Bury for the supply of locomotive power?—There was.

593. Sureties were given by Mr. Bury for the completion of that contract?—Yes.

594. Is that agreement acted upon, or is it not?—It is not.

595. Has Mr. Bury required from the company an increase of remuneration for the supply of locomotive power?—No, he has not.

596. Has he made any proposal at all to contract with the company for the supply of locomotive power?—No, he has not.

597. Then at the present moment the company themselves supply locomotive power at their own risk and charge?—They do.

598. Supposing the company could have power to raise an additional million of money in the way of new shares, and the value of the shares to remain at their present rate in the market, what would be the amount beyond the 25*l.* at which the gross number of 40,000 proprietors would estimate the value of those shares?—I do not understand the question.

599. What is the premium upon the 100*l.* shares at the present moment?—I believe the premium to be 73.

600. Take

600. Take it at 74; a quarter-share, therefore, supposing the premium to be the same, would be 18*l.* 10*s.*, would it not?—Yes.

601. What would 40,000 shares at 18*l.* 10*s.* amount to?—£. 740,000.

602. Would not the proprietors, therefore, divide amongst themselves, if they chose to sell those shares in the market, the sum of 740,000*l.*?—If you will guarantee that those shares shall remain always at the present premium.

603. The question is put upon the supposition that the shares remain at the same?—Then the inference is certain.

604. What would be the saving to the company at large, supposing that this Bill were to authorise the company to borrow a million of money on loan, instead of creating new shares?—I have not considered the subject.

605. Will you calculate that, assuming that the premium remains the same?—

Mr. *Talbot* submitted that this question did not apply, unless it could be shown that there was security which the company could give for the money so advanced, having already pledged its future calls and its works for the advances which had been made to complete the works, in consequence of which this would become a third mortgage.

606. (*To Witness.*) Would not the company be in a much better position if they had the power of borrowing money on loan, in preference to creating new shares; supposing the present rate of dividend to be paid, they would have to pay at the rate of seven per cent. per annum?—If the advantage is measured by the increased rate of dividend, it would probably.

607. Has there been any representation on the part of any directors or proprietors to induce the remainder of their body to consent to lower charges, in preference to taking the maximum of the rate; so that, by inducing the larger number of passengers to travel along the railway, the company may be remunerated by a large number at a low price, instead of a small number at a high price?—There has been no official communication.

608. Do you know a gentleman of the name of Prevost?—He is one of our directors.

609. Has he not made some representations to the directors upon that subject?—That is a question I must decline answering; whatever has passed has been in conversation at the board, which I feel myself bound not to disclose.

Mr. *Harrison* stated that Mr. Prevost, in consequence of information he had got as to the Belgian Railway, had talked to some of the directors on the subject, but no official communication had been made.

610. *Committee.*] Can you bring an account of the number of passengers down to the 15th of March?—I thought that question had been disposed of yesterday.

611. But it is now pressed?—

Mr. *Talbot* stated that the information might be given, if required; but submitted that much prejudice might arise to the company and to the public from the disclosure of these circumstances prematurely.

612. *Committee.*] (*To the Witness.*) How frequently do you make your returns to the Stamp Office?—Monthly.

613. Can you state the number of 100*l.* shares held by the directors?—I cannot state that at the moment, but will make a return of it.

614. Can you state the number of 100*l.* shares held by the directors at the time the 25*l.* shares were issued?—I can answer this, that the proportions were the same.

615. Can you state the number of 100*l.* shares held by the directors at the time the 25*l.* shares were issued?—I will put in an account of the number.

616. Can you state the number of 25*l.* shares assigned to the directors?—Precisely the same number as they held of 100*l.* shares.

617. Can you state the number of 100*l.* shares and of 25*l.* shares held by the directors on the 31st of December last?—I will make a return of that.

618. Mr. *Talbot.*] Will you also make out the account to the present day?—Certainly.

619. *Committee.*] You mentioned the sum of 150,000*l.* addition to the 480,000*l.*; was that under the seal of the company, as well as the 480,000*l.*?—The greater part.

620. How are the parties satisfied without the seal of the company?—The parties are perfectly satisfied.

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621. Is there any security?—The parties are perfectly satisfied with the company's engagements.

622. Has it been done with the seal of the company, or under note of hand?—The larger part under the company's seal, the remainder under acknowledgments.

623. What securities have the company offered for such an advance; a portion is under seal, and a portion under notes; how is the other portion secured?—There is nothing but an acknowledgment of the receipt of the money.

624. The money was borrowed on the security of the company, not on the security of any director individually?—Not on the security of the directors certainly.

625. Mr. *Talbot.*] Previous to the borrowing of this money had a general meeting of the proprietors been held?—Yes.

626. Was it not stated at that meeting that an application would be made to Parliament to authorize the raising a million by new shares?—That appears upon the report.

The Committee-room was cleared.

After a short time the Counsel and parties were again called in.

Mr. *Creed* delivered in the following accounts referred to in his evidence.

London and Birmingham Railway.

STATEMENT of the Number of Shares held by Directors.

1 July 1837:

£. 100 shares held when the 25 *l.* shares were issued	1,771
£. 25 shares allotted to the directors	1,771
£. 100 shares held on the 1st January 1839	2,527
£. 25 shares held on the 1st January 1839	2,525
£. 100 shares held on the 20th March 1839	2,423
£. 25 shares held on the 20th March 1839	2,497

London and Birmingham Railway.

EXTRACT from the Minutes of a Special General Meeting of Proprietors, on the 30th of June 1837.

Resolved unanimously,

THAT an additional capital of 625,000 *l.* be created in shares of 25 *l.* each; and that such further sums as may be required be raised by loan under the powers of the Amended Act of the present Session.

London and Birmingham Railway.

EXTRACT from the Minutes of the Court of Proprietors of the London and Birmingham Railway Company, held on the 18th August 1837.

THE Directors have to announce that the Act authorizing the Company to raise an additional million, and for other purposes, received the Royal Assent on the 30th June, and that in pursuance of the resolution of the special general meeting of the same date, an additional capital of 625,000 *l.* has been created under the powers of the Act in 25,000 shares of 25 *l.* each, which have been offered to the proprietors of 100 *l.* shares in the proportion of a 25 *l.* share for each 100 *l.* share. It is proposed that the new shares of 25 *l.* each which form an integral part of the capital stock of the company, shall be entitled to the same rate of dividend as the original shares of 100 *l.* each, without distinction as to the time of the payments of the calls which shall have been made respectively, when a dividend is declared.

Resolved, that the report of the directors as now read be received and adopted.

London and Birmingham Railway.

STATEMENT of the Number of Passengers conveyed on the Railway from the 17th September 1838 to the 2d March 1839 (both days inclusive).

1838:	
17 September to 30 September (inclusive)	26,855 ½
1 to 31 October (inclusive)	51,924 ½
1 to 30 November	35,318 ½
1 to 31 December	37,842 ½
1839:	
1 to 31 January	34,805 ½
1 to 28 February	33,167 ½
1 and 2 March	2,466
Passengers	222,380

The

R. Creed, Esq.

21 March 1839.

The Counsel were informed that the following resolution had been moved, and was under the consideration of the Committee; but that the Committee were desirous of hearing the Counsel thereon before they came to a decision upon it:—

"That provision be made in the Bill that the company be bound to pay up the remainder of the calls at intervals of three months, by calls of 5 *l.* each, and appropriate such calls to the liquidation of the loans borrowed upon security of those calls, at such periods as the funds became due, or sooner if arrangements could be made with the holders of those bonds; and that the company be further required to invest the proceeds of those calls which cannot be immediately provided for this purpose, in some government security till the bonds become respectively due."

Mr. *Harrison* submitted that this resolution ought not to be passed, and referred to the Act of 3 Will. 4, c. 36, s. 237, by which power was given to the proprietors to raise an additional sum of money, if necessary, by mortgage on the credit of the undertaking; section 238, by which the proprietors were empowered to raise money by mortgage in anticipation of their capital as soon as the sum of 1,250,000*l.* had been raised by subscription and paid up, and by which they were enabled to charge the property of the company and all future calls; and section 241, by which the directors were empowered to stipulate the periods for the repayment of the money to be borrowed on the security of the rates. He also referred to the Act of 1 Vict., c. 44, s. 4, by which the company were empowered from time to time to pay off and discharge any bonds before the days respectively appointed, on giving six months' notice in the newspapers, it being provided that this should not be done without the previous consent of the party entitled, and urged that in all contracts for advances in the nature of a mortgage, the lender stipulated that he should not be paid off before a certain period; that great injustice would be done to the parties lending if they were compelled to take their money before the period for which they had agreed to lend; and that the compelling the company to complete their calls within a short period, and to invest the money in government securities, would subject them to great difficulty in obtaining the payment, not only to a loss from their being able to realize only three per cent. on their investment, while they were paying five per cent. on their mortgages, but to the risk of considerable loss in case of a fall in the public funds: that a clause of the nature referred to would also be likely to be injurious to the company immediately on its being known, by its affecting the price of the shares.

Mr. *Talbot* was heard on the same side, and submitted that the courts of law had uniformly decided that matters of bargain between individuals or public companies ought not to be interfered with, and that this ought to be especially applied to bargains made under the authority of Parliament; that such an interference would be very injurious to all companies who might be compelled to borrow money; that the insertion of a clause in conformity with the resolution proposed would be likely to be extremely injurious in requiring a larger sum to be paid up in a given time than the parties might be prepared to advance, and felt themselves under contract to advance; that it would be attended with a great sacrifice of private property; that if this enactment was fitting as it respected the London and Birmingham Railway Company, it was equally requisite in the case of a company under adverse circumstances, and where the effect of it might be ruinous in the extreme; and that the provision could not be made with justice either to the subscribers or to the company.

Mr. *Talbot* was asked whether he could show, that at the time the money was borrowed in anticipation of the calls, an express arrangement was made with the parties lending the money that they should not be repaid till 1843 and 1844; and stated that he could, and that the debentures were in consequence made out payable at seven years.

The Counsel being asked whether they could show that it was intimated to all the subscribers to the undertaking, when the 25 *l.* shares were about to be distributed, that only 5 *l.* would be called for till a certain period:

Mr. *Harrison* stated that he was not aware that any express resolution was come to upon the subject, but that there was a general understanding, and that that was expressed at a public meeting at which all persons were permitted

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mitted to be present; and that he submitted that the sum required by the proposed resolution, to be paid up within a certain time, was such as could not be compelled without the greatest hardship on the parties.

The Counsel being asked whether they had any objection to furnish the Committee with an account of the disposal of the shares on which a premium of 750,000 *l.* had been realized, Mr. Creed undertook to present an account.

Mr. *Talbot* suggested, that in case this clause were inserted, it would very much lower the value of the shares to be issued, and that it would also alter the value of the security available to the bondholders; that at present they held a security for 30 *l.* on a share, which was worth 180 *l.*, but that on the plan suggested they would hold only stock or Exchequer Bills to the value of 30 *l.*

The Committee-room was cleared.

After a short time the Counsel and Parties were again called in, and informed that the Committee had determined that the preamble is proved, that the resolution proposed was withdrawn for the present, but that the Committee proposed to make a special report to the House of any circumstances of which, in their opinion, it was desirable the House should be informed.

The following resolution was proposed, "That it is not expedient that the company be empowered to raise additional capital by the creation of new shares, but that they be empowered to raise one million of money by way of loan."

The Counsel were directed to inform the Committee whether they saw any objection to this resolution being incorporated in a section.

Mr. *Harrison* submitted that the clause would be extremely injurious, and contrary to the spirit of legislation in such matters, that the proposed capital of this company was 5,500,000 *l.*; that the calls paid up were 2,375,000 *l.*, leaving 2,125,000 *l.* borrowed money, but that, according to the plan proposed, the amount of borrowed money would become larger than the amount of paid up capital.

Mr. *Talbot* submitted that it was incorrect to suppose that the premium on the new shares would bear a settled proportion to the value of those which already existed; that the greater the number in the market, the lower the price would probably be; that having been the effect of the issue of the 25,000 25 *l.* shares, and the amount of dividend per share being in consequence decreased, and that the insertion of this clause would be fatal to the Bill when it came into another place, according to the course uniformly pursued there.

The Committee-room was cleared.

After a short time the Counsel were again called in, and informed that the Committee had adjourned to to-morrow at Twelve o'clock.

Veneris, 22° *die Martii*, 1839.

W. S. DUGDALE, ESQ., IN THE CHAIR.

22 March 1839.

THE Committee-room was cleared.

After a short time, the Counsel and parties were again called in, and informed that very great doubt having been entertained whether the Standing Order did not preclude this House from passing an Act authorizing the company to raise the money which they required by loan, taking into consideration the amount which had been already raised by shares and by loan, the Committee had come to the following resolution: "That it is the opinion of this Committee that the company shall have power to raise the sum of 1,000,000 *l.* by sale in the public market of as many shares of the nominal value of 25 *l.* each as will amount in the whole to 1,000,000 *l.*, but that the number of shares to be issued shall not exceed 40,000;" and that it was the intention of the Committee to make a special report to the House of the circumstances of the case and the manner in which the shares created by the former Act had been dealt with.

Mr. *Harrison* submitted that a provision of the nature proposed by the Committee would be destructive of the Bill, it being impossible to say what effect the clause proposed to be introduced would have upon the value of the

shares,

22 March 1839.

shares, and stated that no such provision had been introduced in any analogous case.

The Counsel were informed that a similar provision had been introduced into the Festiniog Railway Bill and the Glasgow Waterworks Bill.

Mr. *Harrison* submitted that the circumstances were not similar.

Mr. *Talbot* was heard on the same side, and submitted that the clause proposed to be introduced would have a very injurious effect on the company, and embarrass the directors; that the prices might be expected to fall as fresh shares were brought into the market, and great speculation would be the consequence of so much fluctuation.

The Committee-room was cleared.

After a short time the Counsel and parties were again called in, and the solicitor for the company was directed to prepare a clause in conformity with the resolution of the Committee.

The Committee proceeded on the clauses, and passed several of them with various amendments, and introduced several new clauses.

Richard Creed, Esq. further Examined by the *Committee*.

R. Creed, Esq.

627. WILL you put in the returns which the Committee directed you to prepare yesterday?—I have a return specifying the number of shares transferred; but I wish to inquire of the Committee whether what they desire is a return of the total number of shares which have been transferred backwards and forwards, or only a return of the number of shares transferred from the name of the original holders of 100*l.* shares or 25*l.* shares. Supposing there may have been 1,000 25*l.* shares transferred, they may have been transferred backwards and forwards 20 times, and those transfers, if returned, would give a very erroneous idea to the Committee; I have therefore desired another return to be made out of the number of shares transferred from the names of the original holders, and which is in such a state of forwardness, that it may be handed in in 10 minutes. This return which I have before me is a statement of the number of shares which have been transferred between the 1st of July 1837 and the 20th of March 1839, showing the gross number transferred backwards and forwards; some of them have been transferred perhaps six or seven times over.

628. The object of the Committee is to ascertain the number of shares transferred by parties to whom the 25*l.* shares were originally assigned up to the 31st of December, and to any later period to which it can be made out?—Then the return which is being made out is what I conceived the Committee intended. There is another paper, the amount of bonds taken by the proprietors of shares.

Mr. *Harrison* submitted that this examination was irrelevant; but at the same time stated that he was instructed not to object to the fullest information the Committee might desire.

629. *Committee.*] Does it appear upon the debentures which were issued by the company as securities for the money borrowed upon the remainder of the 25*l.* shares, namely, the 20*l.*, that the calls amounting to 20*l.* were specially pledged for the discharge of those debentures?—I have got the bonds here, and will deliver in two of the forms.

[*The Witness put in the same.*—Vide *Appendix, Nos. 6 and 7.*]

630. Is there any minute upon the books of the company when the directors determined to raise the capital by means of 25*l.* shares, that only 5*l.* was to be called for?—There is no minute of that.

631. Will you refer to the minute-book, and read the minute which there appears?—"Extract from the minutes of a special general meeting of proprietors on the 30th June 1837: Resolved unanimously, 'That an additional capital of 625,000*l.* be created, in shares of 25*l.* each; and that such further sums as may be required be raised by loan under the powers of the amended Act of the present session.'"

632. Then no minute appears upon the books with reference to the payment of a call of 5*l.* only?—I have no recollection of any such minute.

633. When was the 5*l.* called for by the proprietors?—I believe I have already given an answer to that; it appears upon the minutes already.

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634. Be so good as to refer to the minute-book, and give a copy of the minute which the directors made when the distribution of the shares was determined upon, as to the mode of distribution or allocation amongst the proprietors?—This is an "Extract from the half-yearly report of the directors of the London and Birmingham Railway Company, approved by the second resolution of the general meeting of proprietors on the 18th August 1837: 'The directors have to announce that the Act authorizing the company to raise an additional million, and for other purposes, received the Royal Assent on the 30th June; and that, in pursuance of the resolution of the special general meeting of the same date, an additional capital of 625,000 *l.* has been created under the powers of the Act, in 25,000 shares of 25 *l.* each, which have been offered to the proprietors of 100 *l.* shares, in the proportion of a 25 *l.* share for each 100 *l.* share. It is proposed that the new shares of 25 *l.* each, which form an integral part of the capital stock of the company, shall be entitled to the same rate of dividend as the original shares of 100 *l.* each, without distinction as to the time of the payments of the calls which shall have been made respectively when a dividend is declared.'" It was resolved that that report of the directors be received and adopted.

635. Was a copy of that sent to every proprietor of a share?—Every proprietor of a share had a copy of the report which that contained, with the resolution of the court of proprietors adopting it.

(*The same was delivered in.*—Vide *Appendix, No.* 8.)

636. Was there any time within the limit of which the proprietors were required to send in their determination?—Yes, there was; every proprietor, when the shares were offered to him, was apprised that he was to send his acceptance or refusal within a limited time.

637. What was that limited time?—I cannot tell that without referring; but it was the very longest time it was possible to give; none of the shares were considered as rejected until about 12 months afterwards.

638. You mean that every proprietor who had a copy of that report was cognizant that he had 12 months within which to give in his answer?—Twelve months was not the limited time.

639. What was the limited time?—I must refer to the book for that.—(*The Witness referred to the book.*)—The date of the circular was the 1st of July 1837; one month's notice was required; and the sale of the 155 shares that were not claimed took place on the 6th May 1838.

640. Do you mean to say that the circular intimated to the proprietors that they must give in an answer within one month?—Yes.

641. Then what you have stated, that 12 months was the limit, was incorrect?—The forfeiture was not acted upon until nearly 12 months afterwards.

642. Was a month the period within which each proprietor must give in either his assent or his dissent?—Yes.

643. Then the twelvemonth was incorrect?—No; there was a month, in the course of which they must determine whether they took the shares.

644. There were 155 shares which were not so taken by the proprietors?—Yes.

645. What became of those 155 shares?—They were sold by public auction.

646. Where?—At the Auction Mart.

647. What did they produce?—I will make out the account.

648. With regard to the carrying, you stated, or it was stated, that 3*l.* 7*s.* 6*d.* was charged to Pickford & Company for each waggon containing four tons; you stated 2 *l.*, and Mr. Baxendale stated 3*l.* 7*s.* 6*d.*?—I stated 3 *l.*, I think.

649. How much did that amount to per ton?—We have not had any account returned of it yet.

650. Cannot you tell what four tons, at 3*l.* 7*s.* 6*d.* per ton, amount to?—We must have our account of the quantity of tonnage.

651. Supposing the company to charge Pickford & Company 3*l.* 7*s.* 6*d.* per waggon of four tons in weight, what is that per ton?—16*s.* 10½*d.*

652. Were the company charging only 16*s.* 10½*d.* for the conveyance of merchandise at that time?—I must decline answering that question, because I had it not under my cognizance.

653. When did the arrangement with Pickford & Company first come into play?—That is a question which does not come within my particular department.

Mr. *Joseph Baxendale* Examined by the *Committee*.

654. AT what period did you begin to transmit your goods by the railway?—I think about the middle of the month of September 1838.

655. You admit that 16*s.* 10½ *d.* per ton was the charge the company made to you, being 3*l.* 7*s.* 6*d.* the four tons?—No, the waggon was allowed to carry only three tons and a half, I think.

656. It was stated by Captain Moorsom that you carried four tons?—It was at one time thought desirable that the waggons should not carry so much.

657. Taking it at 3½ tons; supposing a waggon to carry 3½ tons, what would it be per ton?—I will admit it four tons, if it is wished to have the admission.

658. Are you cognizant that the company carried only for yourselves?—No, they carried for another party at the same time.

659. Who was that carrier?—A carrier of the name of Golby.

660. Where does he reside?—At Banbury, or in that district.

661. If 16*s.* 10½ *d.* per ton was the charge which the company made from September last up to a certain period, what can be the reason that the company, who have charged only 16*s.* 10½ *d.* the ton, now propose to charge 30*s.* and 33*s.*?—For this simple reason: the one was from Wolverton, the other from Birmingham.

662. At the same time that the company carried for you only, were you a proprietor of the company?—Yes, I was a proprietor at that time.

663. Are you a proprietor still?—I am.

664. When did you first become a proprietor?—That I can scarcely say.

665. Were you a proprietor in the railway company during the whole period the company were carrying for you?—Assuredly.

666. Supposing the company to carry only for you, would those carriers who are transacting business between London and Birmingham be able to convey their goods from London to Birmingham in the time you carry yours?—Certainly not.

667. Then so far Pickford & Company would undoubtedly have an advantage over their competitors?—They would have an advantage in point of time assuredly.

668. At the time the company were charging 16*s.* 10½ *d.* per ton, what was the charge made by carriers from London to Birmingham?—There were various charges, of course.

669. Will you give the limits?—From 20*s.* perhaps to 60*s.*

670. Was there nothing higher than 60*s.*?—I think not.

671. Was there nothing as high as 80*s.*?—I think not.

672. Was there nothing as high as 100*s.*?—I think not.

673. Will you take upon yourself to say there has been nothing as high as 100*s.*?—No; but the rates of carriers depend so much upon the articles they carry; they must be classed.

674. Of course you are cognizant of the charges generally made?—I am not at this moment.

675. Will you undertake to say Pickfords have not charged as high as 100*s.*?—I dare say they have done.

676. Within this twelvemonth?—I dare say they have done.

677. Supposing you to be able to carry from London to Birmingham at 30*s.* a ton, is it likely that the rate of conveyance will be reduced?—Yes, most assuredly; competition forces them to fall, and there it is that the public get the advantage.

678. You think competition would reduce the carriage, supposing it to have been 5*s.* per cwt., to something within that?—It has already reduced it; between the company and the canal the public have derived a benefit equivalent to the whole of the premiums the proprietors of the railway have received.

679. To what extent have the public derived benefit already?—I am scarcely able to tell the reduction between London and Birmingham; I can state it from Manchester.

680. Take it from Birmingham?—From Birmingham there has been very little reduction; there has been no reason for reduction.

681. Supposing the railway company to charge 30*s.* for conveyance, will the canal be able to forward goods at less?—At the present moment the canal can carry much cheaper than the railway.

682. Do the same carriers charge less by the canal than by the railway?—The price is the same, I believe.

 683. Though

Mr. *Baxendale.*

22 March 1839.

683. Though they can carry much cheaper by the canal, the price is the same?—I do not know what they are now charging by the canal; but as a reduction has taken place on the railway, I apprehend there will be a reduction in both.

684. Is it the habit of the canal company to make a difference, whether they carry for one or another?—I believe the rate is the same.

The Committee-room was cleared.

After a short time, the Counsel and Parties were again called in, and informed, that the Committee had determined that the clerk of the company give in a return of the amount of money paid for interest which has been charged to the account of capital up to the 17th of September.

Mr. *Creed* delivered in the following accounts:

London and Birmingham Railway.

The amount of money paid for interest, and which has been charged to the account of capital up to the 17th September, 121,037 *l.* 2 *s.* 9 *d.*

London and Birmingham Railway.

Forfeited shares (£. 100.)

1835:	Cr.	£.	*s.*	*d.*
May 8:	By net proceeds of sale of 74 whole shares - - - -	3,248	9	3
	Dr.			
	To calls thereon - - - - - - £. 2,299 17 2			
	To repayment of proprietors - - - - 632 16 2			
		2,932	13	4
	Balance - - - £.	315	15	11

20 March 1839.

London and Birmingham Railway.

Forfeited shares (£. 100.)

1838:	Cr.	£.	*s.*	*d.*
October 1:	By net proceeds of sale of 155 quarter shares - - -	4,954	18	11
	Dr.			
	To call of 5 *l.* per share - - - - £. 775 - -			
	To repayments of proprietors - - - 50 19 -			
		825	19	-
	Balance - - - £.	4,128	19	11

20 March 1839.

London and Birmingham Railway.

The number of 100 *l.* shares transferred from the names of proprietors of shares, on the 1st July 1837 to 20th March 1839, was - - - - - - 4,591

The number of 25 *l.* shares transferred from the names of proprietors of shares, on the 1st July 1837 to 20th March 1839, was - - - - - - 4,123

22 March 1839.

22 March 1839.

London and Birmingham Railway.

STATEMENT showing the Number of Shares which have been transferred on the Books of the Company into the Names of Directors, and of the Number of Shares which have been transferred from the same Names, between the 1st July 1837 and 20th March 1839.

	£. 100.	£. 25.
Shares transferred to - - - - - - - -	99	210
Shares transferred from - - - - - - - -	390	331

22 March 1839.

London and Birmingham Railway.

Amount of bonds taken by proprietors of shares - - - £. 429,200

22 March 1839.

Mr. *Harrison* requested that the clause proposed by the Committee might be modified, so as to provide that, in the event of a difficulty arising in the fulfilment of that resolution, the company should have the power of raising the requisite sum by debentures.

The Counsel were informed, that the Committee would have no objection to the modification of the clause, if it was ascertained not to be contrary to the Standing Orders.

Lunæ, 15° *die Aprilis*, 1839.

W. S. DUGDALE, ESQ., IN THE CHAIR.

15 April 1839.

THE Petition of the Trustees of the Norwich and Northampton Turnpike Road was read.

The Counsel were asked, whether it was a fact that a communication had been made by the directors that the arrangement could not be carried into effect which had been entered into on a former day with reference to the carriers.

Mr. *Harrison* stated that that was the fact; that that arrangement had been entered into upon the supposition that Mr. Robins, with whom the arrangement was made, represented the whole body of carriers, and that it would suit the general body of carriers; but that immediately after the arrangement had been made, letters were received from three or four of the principal carriers, to say that such an arrangement would be most injurious to the carriers generally, and that they could not agree to it; and that, in consequence, a letter had been written by the secretary of the company to Mr. Robins, to explain the situation in which the company was placed, and that, therefore, they could not, at the instigation of a single carrier, agree to an arrangement to which the others objected.

Mr. *Harrison*, being asked what was the point with respect to which the difference existed, stated, that it was with respect to the charge for back carriage.

15 April 1839.

Mr. *Harrison* further stated, in answer to a question from the Committee, that he considered that the company had power under their Act to charge a higher rate for goods going by the railroad one way than for goods going the other way.

Mr. *Harrison* further stated, that the directors of the company considered it impossible, until they had had more experience, to fix a proper rate.

Mr. *Harrison* further stated, that, with reference to a point which had occurred before the Committee on a former day, as to the contract with Mr. Bury, he proposed now to examine a witness, who would be able to give the Committee full information upon that subject.

James Brownhill Boothby, Esq., called; Examined by Mr. *Harrison*.

J. B. Boothby, Esq.

685. YOU are one of the directors of the London and Birmingham Railway?—I am.

686. Have you taken an active part in the management of it?—During the last four or five months I have; I have formed one of the committee who have had the entire management of the line.

687. Has that situation led you to ascertain what is the state of the management with regard to the subject which has been mentioned to this Committee?—It has.

688. Has your attention been directed to railways a considerable number of years?—It has, during the last eight or ten years.

689. In addition to your particular attention within the last six or eight months, your general attention has been directed to railways a considerable time?—It has.

690. Will you state, with reference to Mr. Bury's contract for providing locomotive power, the rate at which that can be done, as far as experience has shown?—The committee have been very anxious to form a contract with a competent person to conduct and manage the locomotive power, upon the principle that his remuneration should in part or wholly depend upon the success or economy with which that was managed. They attempted to carry that out by a contract with Mr. Bury, fixing the rate at which passengers should be conveyed at a farthing per passenger per mile, and goods for a halfpenny per ton per mile. The contract has never been put into execution, and I believe it is utterly impracticable.

691. Will you state the grounds upon which, in your opinion, it is impossible that that sort of contract can be carried into effect?—The basis taken of a farthing per passenger was in contemplation that the engine would have a fair load to carry as between the two points of the road; but the number actually carried not amounting to one half the number of passengers which Mr. Bury was led to expect, the remuneration of a farthing, of course, could not be taken as the basis of the agreement. That contract has been annulled, and the question before the board is, whether any such contract can be entered into, seeing that the cost of locomotive power upon every line will vary according to the gradients of the line, and according to the number of passengers, and the cost of fuel, and the nature of the traffic, and the speed at which the engines run; now the farthing assumed was upon the presumption that the cost of locomotive power upon the Liverpool and Manchester Railway had been about a farthing per passenger. It was proved since that the cost of locomotive power ever since its opening has been gradually upon the increase. At the time this contract was proposed to Mr. Bury it was assumed at a farthing, but since that period it has increased, and is now about 7-16ths of a penny a passenger per mile; therefore, the basis upon which this attempted contract was formed was proved to be entirely fallacious, and if any contract is entered into with Mr. Bury, it must be taken upon some different principle.

692. *Committee.*] Is the 7-16ths of a penny the result of the experience upon the Manchester and Liverpool line from its commencement?—As a proprietor on the Liverpool and Manchester line, I have obtained certain information, I may say official information, from that board as to the cost.

693. How

693. How long have you been in possession of this information?—I am going to read a part of a report made to the directors of the Liverpool and Manchester Railway on the 27th of October 1837. By this report, it appears that the cost of locomotive power upon that line for the half year ending June 1836 was 20,425*l.*, or 3*l.* 7*s.* 7*d.* per trip of 30 miles; before December, the next half year (and this is by their published reports), the cost was 21,526*l.*; for the half year ending June 1837, the expense was 22,124*l.* or 3*l.* 11*s.* 3*d.* per trip: now the average cost of locomotive power upon the line for these three half years, for the period of 18 months, proves to be about 2*s.* 4*d.* per mile for the distance the engines run; then, that divided upon the traffic, gives the result which I have already stated to the Committee of about 7-16ths of a penny per passenger per mile, and very nearly three farthings per ton for merchandise per mile. Now, since this especial report on the state of the locomotive power was published, the expense of locomotive power upon the Liverpool and Manchester railway has further increased, and by the last report in February, of this year, giving the result of the transactions up to 31st of December 1838, the cost of locomotive power for that half year is 26,427*l.* 10*s.* 11*d.*, giving the result, as near as I am able to estimate it, of 5-8ths of a penny per passenger per mile: the figures of the whole cost are correct. My calculation in working out this result I do not give as perfectly correct, but as nearly as I am able to ascertain.

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694. Then the increase has been 3-16ths of a penny?—I will account for this increase in this way: first, that there has been some increase in the speed of working on the Liverpool and Manchester Railway.

695. Can you give the speed at which they were travelling at the two periods?—I cannot, because they have varied their speed.

696. Can you give the speed which entailed the cost of 5-8ths of a penny?—The average speed I should presume to be about 25 miles an hour; but the main cause of the increase of the expense is this, that for the first two or three years working any railway, the engines being new, require of course but few repairs, as compared with that which they afterwards require when they become worn three or four years. In addition to their requiring very considerable repairs, when they have been working three or four years, new engines are also required; and in the statement I have in my hand, I see that in the expenses of locomotive power, it is stated, "materials, copper, brass, iron, timber for repairs, men's wages for repairing, and new engines."

697. Mr. *Harrison.*] That paper is the printed paper?—This is their own printed report to the proprietors; I therefore give that explanation to show the basis upon which the company attempted to form a contract with Mr. Bury, having so much varied from that at which it was at first represented, it has never been brought into action, and I doubt whether the same principle can be worked out.

698. In your judgment, taking into consideration the last item in the report you read, with reference to new engines, will it not require still further experience before one can arrive at any certain calculation as to the rate per mile?—I should say that no experience we have yet will enable us to form a fair estimate upon any other line than the one upon which it is working. The cost of fuel, for instance, upon the Liverpool and Manchester line, has varied during those half years from 19*s.* 6*d.* to 21*s.* 8*d.*, 23*s.* 6*d.* up to 25*s.* 8*d.* per ton. The cost of fuel upon the London and Birmingham Railway has been much higher. That which the company have had to purchase we have paid as high as 45*s.* a ton, but that which we manufacture ourselves we estimate to cost about 42*s.* a ton. Now, the cost of locomotive power must of course vary upon every line according to the cost of fuel.

699. Does the difference of gradients also affect the question?—It does.

700. Does the speed also come into consideration?—The speed is a most important item.

701. What was the speed upon which Mr. Bury calculated?—Twenty-two miles and a half an hour was the maximum speed which the company required.

702. Does the Post-office require you to give 25?—Yes; in many parts of the line we run at 30.

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703. *Committee.*] But during the existence of the contract the rate has not been 22 miles an hour?—The contract has never been enforced as to speed in any way.

704. Mr. *Harrison.*] Are the Liverpool gradients more favourable than the London and Birmingham?—I should say they are, with the exception of one gradient.

705. With that exception, the gradients of the Manchester and Liverpool are very favourable?—They are.

706. Is that the case also with the Grand Junction?—No, the Grand Junction gradients are less favourable than the London and Birmingham.

707. Taking into consideration all the circumstances you have enumerated, the fuel, the gradients, the speed, and that which cannot be yet ascertained, that is, the amount of repairs, and the cost of new engines upon the old ones wearing out, do you consider it impossible now to say you can fix any rate at which the locomotive power per ton per mile is carrying passengers?—I should say that the company are not sufficiently in possession of the experience which will enable them to say what the cost will be; they may form an estimate, but it may be erroneous.

708. That is to say, you cannot upon any data that exist now come to a conclusion as to the amount?—Certainly not.

709. Upon the Liverpool and Manchester Railway you have given the result of the expense of locomotive power; do you consider that that has been conducted with accuracy, upon as economical a principle as the nature of the case will admit?—Upon that point I cannot give an opinion, as I am not a director of the board, but it is fair to presume that it has.

710. With reference to the classes of carriages, will you state what variations the different classes of carriages require; speaking of the first class of carriages, and the other class of carriages, what would you consider to be the rate at which each can be furnished, and which do you think is most beneficial to the company?—On the London and Birmingham Railway we run four classes of carriages; there is the second class, or open carriage, of which the fare is 20*s.* for the whole distance, being about 2*d.* a mile. There is another second-class carriage, which is used by the mail train at night, which is closed, for which we charge 25*s.* There is another class, which we call first-class carriage, which carries 18 passengers, and the fare of which is 30*s.*, or about 3*d.* per mile; and there is the mail-coach, which carries 10 passengers, and the rate of which is 32*s.* 6*d.*, being nearly 3½*d.* per mile.

711. What is the difference, taking the weight and the expense of construction of those different carriages?—The second-class carriage, which is not closed nor lined, cost about 130*l.* to 150*l.* per carriage; they convey 24 passengers each, when full. The first-class carriage, which conveys 18 passengers, has cost the company about 460*l.* or 480*l.* each; they are lined, and they are expensive carriages. The mail carriage, which is a superior class again, and carries only 10 passengers, has cost about 500*l.* to 520*l.* each.

712. Will you state, with reference to the cost of the locomotive power for those, what is the difference of weight?—The first-class carriage, and the mail carriage weigh about a ton more than the second-class carriage.

713. Do you consider the one that you charge the highest price for as most profitable to the company?—Certainly not.

714. Do you consider that the second-class carriage, in which you carry 18, more profitable than the one in which you carry 24?—No; I should say that the locomotive power which was required to convey the mail-coach with 10 passengers from London to Birmingham would be as great as to draw a carriage containing 24 passengers, consequently 24 passengers at 1*l.* each would be more profitable to the company than 10 passengers at 32*s.* 6*d.* each.

715. Travelling at the same rate?—Travelling together in the same train.

716. That is independent of the original cost of the carriage?—The cost of the carriage is not only the first cost, but the first-class carriage requires repainting and relining, perhaps once a year, or more frequently; it is liable to greater injury. The second class, or cheaper class, requires but few and inexpensive

inexpensive repairs, merely repainting, therefore the expense upon the first-class coach would be very much greater than upon a second-class carriage.

717. Have you made out an average?—I have.

718. Taking these together, what is the average?—It appears by the number of passengers conveyed by the company's trains of the various classes that the proportions are something like these: there are 294 mail passengers, 730 first-class passengers, and 943 second-class passengers; this is one week's work. I have a return for the whole month of October, which very much corresponds with the return for one week. The average fare received by the company for the train composed of those various descriptions of carriages is between 2⅝ *d.* and 2¾ *d.* per passenger per mile conveyed. The average charge of the company per passenger, taking the different classes ——

719. Do you take weight as well as number into calculation?—I am speaking of the fare received by the company for the conveyance of the passengers, which averages 2¾ *d.* per passenger per mile each; it would give an average fare of about 25*s.* or 26*s.*

720. You have given an explanation with respect to locomotive power; what other incidental expenses are there connected with the general accommodation of the railway, arising out of guards, and those things?—If you assume the toll at 2 *d.* per mile, the other expenses will then be the cost of locomotive power, which may be assumed at a halfpenny or five-eighths of a penny.

721. *Committee.*] Is that for travelling at the rate of 30 miles an hour?—Twenty-five; I am not now prepared to give the information correctly, but my own opinion is, that the average speed upon the London and Birmingham is quite equal to that upon the Liverpool and Manchester.

722. Not as fast as upon the Grand Junction?—Decidedly, the Grand Junction runs some trains quicker than we do, because they adopt a different principle. The London and Birmingham detain their trains upon the roads at certain stations till the time appointed is up, in order the passengers may not be disappointed, and therefore we have fixed a definite period which the trains must be upon the journey. The Grand Junction has not adopted the same principle, and therefore they occasionally perform their journey quicker than we do; but upon the average, I doubt whether the average speed of the London and Birmingham is not equal to that of the Grand Junction, taking both ways; upon the Grand Junction, in going to Liverpool, the speed is greater, the inclines being better; but taking it both ways, I think the London and Birmingham speed quite equal to that of the Grand Junction.

723. Do you know the advertised time that each company occupies in the trip?—The Grand Junction do not advertise the time except at the departure.

724. Are there no hours fixed in the books?—None that I ever saw.

725. Are there any upon the London and Birmingham?—There are.

726. What time is advertised by the London and Birmingham?—If the Committee wish, I will give in the book published; it is very voluminous; but perhaps the Committee will allow me to state, that in the report of the London and Birmingham we have stated that in consequence of the state of the works going on upon the line, and the state of the embankments, more time is allowed to the engineer to perform the journey than would otherwise be necessary if the works were completed. There are portions of the line where it is necessary to run with great caution.

727. You say that the Grand Junction advertise no time, and that the speed is the same on the one as on the other?—That is my opinion.

728. Do not the London and Birmingham advertise the time to be occupied from London to Birmingham, or from Birmingham to London, six hours and a half for the second-class trains?—They do.

729. What is the time, that appears in that book which you hold in your hand, occupied in travelling from Liverpool to Birmingham; look at page 6, and take the half-past six train, is not that stated to arrive at Birmingham at one?—It is.

730. That will be five hours and a half?—Five hours and a half.

731. Then

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731. Then if there be six hours and a half required to travel from Birmingham to London, of course there must be a difference of an hour?—Yes.

732. Then if the distance be the same, there is an hour's difference between the time occupied upon the one line and the other?—If that were the time occupied.

733. You say that they travel at the same speed on the one as the other, then how do you account for the difference of that hour?—The London and Birmingham trains usually arrive within the time specified, and the Grand Junction trains very rarely accomplish it.

734. The question refers to the advertised times?—The returns for the last week's traffic are now in my hand; here is a return sent from Birmingham of the arrivals of our London trains at Birmingham, and the arrival of the Grand Junction trains at Birmingham.

735. How do you explain the difference between the time occupied from Birmingham to London, and from Birmingham to Liverpool being one hour?—I answer by stating, that the Grand Junction profess to travel in a time which they do not keep. The London and Birmingham profess to travel in a time which they do keep.

736. Do the London and Birmingham advertise to perform their journey in six hours and a half?—They have done so.

737. Does it appear upon this Bill that the Grand Junction advertise to perform the journey in five hours and a half?—It does.

738. Mr. *Harrison.*] Do they do it in five hours and a half?—I would willingly put in a return of the actual working of the two lines. Here is the London and Birmingham train on Monday: the seven o'clock train arrived in Birmingham before time 30 minutes; the 7. 30. train arrived before time 30 minutes; the 9. 30. train arrived before time 18 minutes; the eleven o'clock train arrived before time 30 minutes; the two o'clock train before time 35 minutes; the four o'clock train arrived before time 17 minutes; and the 8. 30. train arrived before time 17 minutes. I have here also the returns for the same week for the Grand Junction: On Monday, the three o'clock train arrived before time 15 minutes; the 6. 30. train after time 35 minutes; the 9. 30. train after time 21 minutes; the 10. 30. train after time 27 minutes; the four o'clock train after time 10 minutes; and the six o'clock train after time 15 minutes.

739. What is the difference in distance?—The distance of the London and Birmingham Railway is 112½ miles, the Grand Junction 97 miles; there is 15 miles difference.

740. Now, having given the cost of locomotive power, will you state what other incidental charges there are as connected with guards, clerks, duty to Government, and so on?—Assuming the locomotive expenses, and this is an assumption founded on the experience of the Liverpool and Manchester, to be four-eighths, or a halfpenny, the expense of duty on each passenger per mile to Government is one-eighth of a penny; the expense of the carriages, police, guards, porters and clerks at the different stations, for the purpose of taking and receiving fares, together I take as equal to about three-eighths of a penny per passenger per mile.

741. Supposing any persons wished to avail themselves of the clause of the Act of Parliament, allowing them to come upon the railroad with a view to carry passengers, and you charged the rate allowed by the Act of Parliament, could they carry passengers so cheap as you are now doing?—Certainly not, if they pay the company's toll of 2*d.* per passenger per mile.

742. Which the company would be entitled to charge to any persons coming to carry passengers themselves?—Certainly.

743. Are the frauds that are attempted by persons endeavouring to go further than their tickets allow them to go, or to get into carriages that their tickets do not entitle them to go into, considerable?—They have been more considerable than they now are; at first the attempts were numerous, and in some instances as much as 50*l.* or 60*l.* has been recovered in one week from passengers that attempted to go further than their tickets allowed.

744. You

744. You say it was more considerable than it is now?—Yes, I believe so.

745. Is the system going on still to a considerable extent?—The attempts are not so frequent or so extensive as they were at first, because it is now generally known that the tickets are required to be presented at the last station before entering London or Birmingham.

746. Does the facility of discovering those frauds arise out of the system of tickets?—We know of no other plan.

747. Therefore, if the tickets were not arranged in the way they now are, could those frauds be committed to a considerable extent without your having the means of discovering them?—I believe they could; I should state that the extra fares are not altogether for parties attempting to go beyond the distance for which they have taken out a ticket, but frequently from their taking out a ticket for a second-class carriage, and at the first station getting into the mail-class carriage; that is a thing frequently attempted.

748. *Committee.*] Are those cases all fraudulent, or sometimes by mistake?—They are occasionally mistake, but more frequently fraud; because the distinction is so great between a first-class carriage, lined and stuffed, and a second-class carriage, that it can hardly be mistake.

749. Then you put second-class carriages upon the first-class train?—I think the whole of our trains have second-class carriages attached to them, except the two mail trains. The first morning train is a mixed train; all the mixed trains have second-class carriages attached to them. The first train is mixed, the second train is mixed, and the third train is a mail train, and has no second-class carriages attached to it.

750. Have the first-class trains second-class carriages attached to them?—We despatch eight trains a day, and there are only two of those trains that have not second-class carriages attached to them.

751. Is that a late arrangement?—Since January last. I beg to explain; the reason that second-class carriages are not attached is for the convenience of the public; it is objected to.

752. What should prevent the directors from giving instructions that one second-class carriage should be attached to each first-class train?—Because the stoppages on the road would occasion delay.

753. It does not necessarily follow that they shall stop at the stations?—The directors, in making this arrangement, considered that it would be most convenient and acceptable to the public; if the public should require a different arrangement, I am quite sure they would be ready to make it.

754. A gentleman arriving at Coventry with his servant, to go with a first-class train, finding no second-class train, is obliged to pay the first-class price, and to put his servant in the same carriage to go to London?—Female servants are allowed to ride in the first-class carriage at the charge of second class; but men servants are allowed also to be taken at the second-class fare, riding outside the company's carriage; there are seats provided where they are taken.

755. Would not that be obviated by a second-class carriage?—Then you would run your train with an additional carriage, perhaps, for the conveyance of two or three persons in the train.

756. What is the superiority of the mail carriage?—The difference is, that the mail carriage has a coupé, containing only two seats, which may be taken by a lady or a gentleman, or two ladies, and it it has four seats inside instead of six. It is a very expensive carriage to the company; it has not been remunerative, and if the company had not built them, I question whether they would have such a carriage.

757. Is the carriage equal in width; is the whole width divided into two seats in the one case, and into three in the other?—It is not equal in width.

758. Has a passenger, sitting in the mail, more room for his elbows than in the class containing six?—He has decidedly more.

759. Mr. *Harrison.*] I understood you to state that the second-class carriages, which take passengers at the rate of 2*d.* a mile, yield a greater profit than the first-class carriage?—A second-class carriage, full at 2*d.* a mile, would be more profitable than a mail carriage at 3½ *d.* per mile.

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760. That 3 ½ *d.* per mile carriage is established with a view to furnish accommodation to persons of a higher description, to induce them to go by it?—Decidedly.

761. Not with a view to get any more profit by it, but with a view to accommodate the public?—Yes.

762. You have stated that, during a certain period, there has been a necessity of diminishing the speed in certain parts of the railway?—When works have been going on, on which the embankments have sunk, it has been necessary to reduce the speed to 10 miles an hour, or even less than that, for the safety of the passengers.

763. That is an inconvenience that would cease as soon as the embankment is sufficiently consolidated?—Certainly.

764. Punctuality in arrival is one of the great objects of the London and Birmingham directors?—It has been so considered by the directors.

765. And that punctuality has been maintained?—Yes.

766. If you could always ensure full loads, the cost of locomotive power might be considerably reduced, supposing it is to be paid for by the number of passengers to be carried?—The cost of locomotive power, taken per head, would of course depend upon the number of passengers; but the cost per mile would be for the distance run, which would be very materially increased by an increased load.

767. Mr. Bury's contract was to be a farthing per head per mile, to repay him for locomotive power?—Yes.

768. Then if the company were not able to put in their carriages a sufficient number of passengers upon which he had calculated, of course he would lose?—Decidedly. I will state this, that the average of passengers conveyed by the London and Birmingham trains has been, by the last report, about 55 passengers per train. The average number conveyed upon the Liverpool and Manchester Railway is about 65, and those engines were capable, at the speed at which they were drawing the 55 passengers, of carrying, in the second-class train, 200 passengers; consequently, if the engine were loaded with 200 passengers, the cost of locomotive power per passenger would be much less than it is when it is loaded only with 55.

769. The number of passengers applying to be carried constantly varying, would it be possible to settle any contract upon the principle you have mentioned?—I question whether it will. If a contract be entered upon, it must be upon the distance, by hiring the engine per mile, and regulating the number to be carried; but the number of passengers cannot be the basis, unless the company hiring the power guarantee to the contractor a certain load.

770. That would be guaranteeing the payment of a large increase of expense, if they were to guarantee to pay for any deficiency, as compared with the calculation made by the contractor; if the company had to pay the difference?—Of course.

771. And then, of course, the locomotive power would become very dear, instead of cheap?—The locomotive power would be more expensive if the loads were light.

772. In fact, if they carried only 50 passengers instead of 100, it would be double?—Yes; if the engine were regularly loaded with 100 passengers, the expense of locomotive power would be less by nearly one-half what it would be if it were loaded with 50.

773. I believe there has been a very material difference in the capital that has been laid out upon the Grand Junction and upon the Liverpool and Manchester, and upon the Birmingham and London Railway?—Very great indeed.

774. Will you state what the difference is?—The cost of the Grand Junction Railway, taking the last report, will be, when completed, about 24,000 *l.* a mile; the cost of the Liverpool and Manchester Railway has been about 42,000 *l.* per mile; the cost of the London and Birmingham, when completed, with the capital now necessary to complete it, will amount to about 50,000 *l.* per mile.

775. From

775. From what does that arise, so far as you know the causes of the difference?—From the nature of the country through which the railways pass. The earth work upon the London and Birmingham is nearly four times that on the Grand Junction. We have numerous and expensive tunnels, viaducts, embankments, cuttings, and other great works, which cause this additional expense. The cost of one tunnel of a mile and a quarter long has been very nearly 300,000 *l.*; the Kilsby tunnel: the cost of the other tunnels has not been quite so great in proportion.

776. Then the London and Birmingham has been subject to very considerable expense by approaching that part of London where their terminus is at the back of Euston-square?—The cost of the London and Birmingham, from the Camden station to the Euston station, has been between 300,000 *l.* and 400,000 *l.*, speaking from recollection.

777. The distance of that is about a mile and a quarter?—It is.

778. *Committee.*] Does that include the purchases?—It does, and the whole works.

779. Mr. *Harrison.*] Was the cutting at Blisworth also very expensive?—It was.

780. You had very bad materials to get through?—It was an exceedingly bad and difficult work. The contractor who undertook it failed, and left the company to finish it themselves.

781. Can you give any statement of what it cost?—I could not venture to give it with accuracy; it is upwards of 200,000 *l.*; the original contract was 110,000 *l.*, and the cost has been more than double.

782. Did the contractor fail in consequence of the ground being such as he had not anticipated?—Yes.

Mr. *Harrison* was asked what was his object in putting these questions, inasmuch as the Committee had resolved that the preamble of the Bill was proved.

Mr. *Harrison* stated that his only object was to give all possible information to the Committee with respect to the state of the company's affairs.

783. *Committee.*] Can you state the expense of the Watford tunnel?—I think it is about 140,000 *l.*

784. What is the length of it?—It is rather under a mile.

785. You are yourself acquainted, and have been for some time, with Mr. Bury's skill as an engineer?—I have known him for some years.

786. You are a director of the London and Birmingham Railway?—I am.

787. Do you consider Mr. Bury an experienced man?—On the subject of locomotive power I consider him the most experienced in this kingdom.

788. Do you know whether he has any partners?—The business is conducted in his own name, and therefore I am not aware whether he has or not. I think that a son of Sir Thomas Brancker is connected with him, but the business is conducted in the name of Edward Bury.

789. Did Mr. Bury, when he entered into this contract with the company, give due security for the performance of the contract?—He gave security to the extent of 10,000 *l.*

790. Were you aware of the particulars of that contract when it was entered into?—Perfectly; at the time it was entered into I was not a director of the London and Birmingham.

791. Were the terms of the agreement somewhat similar to this, that the cost of the locomotive power to the company shall not exceed a farthing per passenger per mile?—That I have already stated was the basis on which it was founded.

792. And that the cost of machinery should not exceed a halfpenny per mile?—Yes.

793. Was it any part of the contract that any excess should be paid by the contractor?—If he failed to perform the stipulations of the contract.

794. Was it stipulated, that any saving that might be effected should be divided between him and the company?—That was the principle of the remuneration, the saving effected upon those prices named.

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795. You have said that you consider Mr. Bury an experienced man. Now do you think Mr. Bury would enter into a contract to provide the power at a farthing per passenger, without supposing that that would yield him some profit?—Certainly not.

796. You have stated that security was given by Mr. Bury for the performance of the contract; and you have stated that the amount of the sureties was 10,000 *l.* Who were the parties who gave those securities?—I was one of the parties, and Sir Thomas Brancker the other.

797. You have stated that you have been cognizant of the cost of locomotive power upon the Liverpool and Manchester Railway for some time?—As a proprietor I have watched the working of that railway; I have made it a subject of my observation.

798. You have stated that you were one of the sureties of Mr. Bury?—I was.

799. After being cognizant of the whole expense of the locomotive power on the Manchester and Liverpool Railway, you thought you were running no very great risk in becoming a surety for the due performance of that contract on the part of Mr. Bury, on the terms he had entered into?—If the expectations held out by the company, as to the amount of traffic on the line, and the loading proposed to be given to the engines, could be accomplished, it would have been an advantageous contract to Mr. Bury; that is, if 200 passengers or 150 passengers were attached to each train.

800. What was the number that Mr. Bury calculated or required that each train should contain, going at the rate of 22 ½ miles an hour, at the cost of a farthing per passenger per mile?—I cannot state that; I am not cognizant of Mr. Bury's calculations.

801. Before you became a surety for Mr. Bury, did you not make yourself acquainted with the basis upon which his calculation was founded?—As a proprietor, and one of the numerous proprietors who were exceedingly anxious that Mr. Bury should have the management of the locomotive power of the company, having great confidence in his skill and ability, I, as one of those, took great pains to induce him to become the contractor with the company, and knowing that Mr. Bury required sureties, because the board required two sureties in 5,000 *l.* each, I became one of his sureties, having the indemnification of Sir Thomas Brancker to fulfil the engagement with the company. But really and truly, I was indemnified from any consequence by Sir Thomas Brancker.

802. Was that bond destroyed?—The contract has been entirely voided and destroyed.

803. Will you look at the book you were looking at just now. Is Mr. Bury stated there to be the contractor?—I do not know who this document is published by.

804. Is that book sold in the company's station at Euston-square, or at Birmingham?—Certainly, on account of the publisher; he has permission to sell it.

805. And Mr. Bury is stated there to be the contractor?—He is here called the contractor for locomotive power.

806. There is no contract in force?—None whatever; there has been an attempt to contract with him, which failed.

807. Then this statement, so published, is not correct?—Mr. Bury, in another sense, is the contractor; he has engaged to superintend the construction of their engines.

808. Then would it not have been more correct if it had been stated that he was superintendent?—Perhaps it would; it would be a better definition of his present position; he is now acting for a salary.

809. Are you of opinion that locomotive power could be provided by the company at a less cost than 1 *d.* per passenger per mile?—It entirely depends upon the number of trains despatched.

810. Taking the average number of passengers conveyed by the present trains, which you have stated is 55?—I have assumed it at a halfpenny.

811. You think that all other charges would be covered by the difference between a halfpenny and a penny for the carriages, and the duty and the charges for guards, and all those matters which are necessary to the security and good conduct of the passengers by the trains?—Yes, that is my opinion.

812. In

812. In your opinion that 1 *d.* would cover the charge to the company?—As far as our experience at present goes.

813. Supposing the fares were very much reduced, would it not lead to a great increase in the number of passengers?—It probably would.

814. Has any representation been made to the board of directors, urging them to reduce the fares?—It has been a subject of consideration with the board frequently, and though the unanimous object of the board has been to conduct this undertaking to the advantage of the proprietors, and to the general convenience of the public, there has been a difference of opinion as to what might be the effect of a reduction of the fares.

815. Has not a memorial been presented, signed by certain proprietors?—I am not aware of any such memorial by any proprietor.

816. By other parties?—I am not aware of any memorial presented for the reduction of the fares.

817. What does the memorial relate to?—I have not heard of any.

818. Will you explain how it is that your company charge for the conveyance of horses and carriages, the rate which they require from the public?—From the manner in which they are conveyed; the provision of the horse-box, and the wear and tear and power requisite is extremely expensive.

819. The charge for horses from London to Birmingham being 50*s.* for each horse, how much is that for toll, and how much for locomotive power?—I am not able to answer that question at present.

820. What does the Act of Parliament authorize you to charge for toll for a horse?—I am not at present prepared to answer that, without reference to the Act of Parliament.

821. It appears to be 1½*d.* a mile; now what will that amount to upon 112½ miles?—About 14*s.* 0¾*d.*

822. Then is the Committee to understand that the difference between 50*s.* and 14*s.* 0¾*d.* is the charge for locomotive power?—Certainly not; it includes the stable or box in which the horse is conveyed, as well as the locomotive power.

823. Now for the carriage; will you state what is the charge for toll made by the company for the conveyance of a carriage?—For a carriage, not weighing more than one ton, the sum of 4*d.* per mile is the toll in the Act of Parliament.

824. You do not find gentlemen's carriages generally weigh more than a ton?—I should think that a fair average.

825. What would 4*d.* a mile amount to upon 112 miles?—£.1. 17*s.* 4*d.*; then there is a further toll for the use of the extension line from Camden-town to Euston-square.

826. What does that amount to?—The additional toll is in the second Act, section 112, page 347, of William the Fourth; that clause is applied only to passengers. There is a power to levy an additional shilling upon passengers.

827. Then there is nothing for carriages?—In the original Act, I understand those tolls to apply to the conveyance of horses and carriages as merchandize, and consequently to a very different speed from that which passengers are conveyed, and the tolls here are under the head of general merchandize.

828. You say that the toll which the company can demand for a carriage is 37*s.* 4*d.*?—As toll.

829. Is the Committee to understand that the difference between 1*l.* 17*s.* 4*d.* and 3*l.* 15*s.* is for the use of the locomotive power?—And for the other incidental expenses; trucks, porters, and other things.

830. There is no difference in the toll which the company can demand between carriages on two wheels and carriages on four?—I believe not.

831. Now as you are well acquainted with these matters, will you state to the Committee whether there is any limit in the Act of Parliament to what the company can charge for locomotive power for the conveyance of merchandize?—I think the clause of the Act says that the company shall make a reasonable charge. There is no limit that I am aware of for locomotive power.

832. Is there any limit to the authority of the company to charge for any excess of luggage which a passenger may have beyond the quantity limited by the bye-law of the company, namely, 100 lbs.?—I am not aware of any limit.

833. Is there any limit in the Act of Parliament to the authority of the company to charge for parcels, those parcels not exceeding 5 cwt.?—I am not prepared

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prepared to answer questions as to the clauses in the various Acts of Parliament.

834. Are the company authorized to fix the charges for small parcels not exceeding 5 cwt.?—The schedules of rates have been fixed some time ago; and if the honourable Member would allow me to answer these questions to-morrow, after referring to the Act, I would rather do that than answer them now.

835. Will you refer to clause 177 in the original Act?—"And be it enacted, that it shall be lawful for the company from time to time to make such orders for fixing the sum to be charged by the said company, in respect of small parcels not exceeding 500 lbs. weight each, as to them shall seem proper; provided always, that the provision hereinbefore contained shall not extend to articles, matters or things sent up in large aggregate quantities."

836. The company are bound to advertise the tolls which they demand and take; is it the practice of the company to advertise their charges for locomotive power?—The company has never made any charge for locomotive power, as yet, distinct from the other charge.

837. The company have not been in the habit of making any distinction hitherto in the charge between locomotive power and the tolls?—The company are only just now commencing their carrying business. They are now proposing to make that distinction of charge.

838. Will the directors also make that distinction with reference to passengers?—I dare say they are not prepared at the moment to do it, because the charge to passengers would depend entirely upon the number. The charge for passengers must be per mile for the distance run.

839. You stated that great frauds have been practised upon the company by individuals taking their places without having paid their fares; and also, after having taken their places in the second-class carriages, finding seats in the first-class carriages; are you cognizant of the number of passengers that have been taken into custody under the authority of the bye-law which the company have passed?—The instances are very rare.

840. Has there been one?—There has been one.

841. Have there been two?—I am not prepared to say; I should say that they have been rare.

842. There have been cases which the police-officer has considered aggravated, and has taken the parties into custody, and that has occurred more than once?—I am only cognizant of one case.

It was stated by the secretary of the company that there had been two cases.

843. Are you cognizant of the amount of fines which have been imposed for breaches of the bye-laws?—I am not aware of any instances; there may have been instances. I understand there have been three cases.

844. Then, in truth, although the company have had the power, they have exercised the power of imprisonment only in two cases, and they have imposed fines only in three cases?—

Mr. *Talbot* stated that there had been three cases of each.

845. Would it not be possible for the company to protect themselves against frauds of this description, by requiring the ticket immediately before the train starts, or else by providing the guard of the train with a way-bill as a coach proprietor does?—Then there must be a guard at least for every coach; it would be impossible for a guard or two guards to take cognizance of every passenger in a train which may consist of 150.

846. You have travelled upon the Grand Junction Railway?—I have.

847. Is the Grand Junction Railway Company in the habit of requiring the ticket immediately after the train starts?—They require the ticket at the first station.

848. Is not that the practice on the Manchester and Liverpool?—It is, and I believe it is a very bad practice.

849. Is it found a method of protection against frauds?—Decidedly not; they have been defrauded to a very great extent; and I am prepared to say, that it is the strong opinion of some of the Grand Junction directors that the plan adopted upon the London and Birmingham is one that they must ultimately adopt themselves. The board would be very happy if any better plan could

could be suggested. With the permission of the Committee, I will beg leave to make a statement with reference to the charges for conveyance of horses and carriages. The conveyance of horses and carriages is the most unprofitable traffic upon the line; it is the opinion of myself, and, I believe, other directors, that every horse we carry involves a loss to the company. The power required to draw one horse in a box is greater than that to carry one of the carriages, and the charge is a very moderate one compared with the power required.

850. Is the company under any penalties for the non-delivery of parcels?—The company do not deliver their own parcels; they have employed the usual channels for the delivery of parcels through the different establishments in London and in Birmingham; the parcels are handed over at the station to the coach proprietors, who have been in the habit of delivering parcels in London, and they are liable to all the penalties attached under the Carriers' Act, and they have given bond to the company both in London and in Birmingham.

851. Does the Carriers' Act apply to Birmingham?—The General Carriers' Act applies to the country generally.

852. Is it the habit of the company to advertise in the newspapers any alterations which they may make in the tolls they may demand, or in the rate of charges they may make?—It is.

853. Will the company, under this new arrangement that is to take place with the carriers, convey merchandize for every person bringing merchandize to the station, if they bring sufficient to load a waggon?—For every person, without distinction or preference.

854. Suppose a person should choose to use a locomotive engine of his own, after having had it approved of by the company, which they would be obliged to submit to, would the company have a power to prevent that party from using the tanks and water-pipes belonging to the company?—I apprehend under the Act the company are not bound to furnish water or any conveniences for the use of locomotive engines, except the use of the railway, but that it is competent to any company or individual working the railway to provide their own stations, and all other conveniences, along the line, as it would be along a canal.

855. Do you state it as your opinion, that, under the power which the London and Birmingham Railway now has, it remains for them to say to persons bringing locomotive engines upon the railway, that those parties cannot use either your stations, or your tanks, or your water-pipes?—I apprehend they cannot require to be furnished with water for the use of their engines without paying an extra charge.

856. Supposing they are willing to pay a sum for the supply of water, can the company make a charge for the use of tanks and water-pipes?—I am not aware of any clause in the Act either making it imperative upon the company to allow the use of them, or authorizing them to refuse.

857. Is there any prohibitory clause upon the subject?—I am not aware of any.

858. Would there be any objection on the part of the company to supply persons using the railway with coke, and with water, at a reasonable charge?—I should say it would be impossible for the company to furnish the demands of the public for water and coke and other materials without materially increasing their capital; instead of the present million which we are asking, a second million would be required for those extra accommodations and extra stations.

859. The question refers to the present stations?—The present stations are erected for the company's own engines, and are not calculated to supply a larger number than those at present upon the line.

860. Then you admit that there is no prohibitory clause against persons using the railway with their own locomotive engines?—I apprehend that there would be an equal right to use our carriages, or our repairing shops, or our engines, that there would be to use our engines which are working daily, and at our expense to pump the water.

861. Do you consider that any parties would have a right to construct wells and pumps of their own within the limits of the road?—It is competent for any one to purchase an acre or two of land adjoining the railway, to erect his own station and workshops, and his own engines.

862. Would it be practicable to supply a convenience of that sort without

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invading the property of the company?—The Act of Parliament, I believe, gives the right of access to the railway to the proprietors of land along the railway for all purposes of traffic; and if a carrying company chose to erect other stations, they also would be competent to do so if they purchased land for the purpose.

863. Is there not a clause in the Act of Parliament which provides that junctions may be effected, on approval by the justices?—Yes.

864. But individuals using the railway with their own locomotive power would not have a right to appropriate any part of the ground purchased by the railway company for stations, or for tanks and water-pipes?—The railway company have no more land than they conceive necessary for their own purposes; and if carriers wish to have more accommodation than the company can afford to give them, they must purchase land.

865. They would have no power to sink wells, or to lay pipes upon the land belonging to the company?—No.

866. Would it be possible to construct those conveniences without trenching upon the ground of the company?—Certainly; they would be upon the land belonging to the party erecting them, and then, under the clause in the Act of Parliament, they would have a right of making a communication with the railway.

867. Supposing the company to exercise the authority which they have of hiring out locomotive power, would it not be reasonable and fair, that if they hire out locomotive power to one person, they should hire it out also to other persons upon the same terms?—That they should hire the engines at the same terms, but that they should not convey passengers or goods per ton upon the same terms, except under the same circumstances; that is, if a carrier were to say, I require a locomotive engine to take my 50 tons at a certain rate, that should not bind the company to convey 10 tons at the same rate.

868. By the 176th section, the company is authorized to hire out locomotive engines or carriages, and to charge for the same such reasonable sum as may be agreed upon between the company and the other party; would it not be reasonable, if that power be acted upon with one person, that it should be acted upon towards all who are desirous of hiring it?—That is the avowed and declared intention of the company.

869. In case junctions of railways should be effected with the London and Birmingham Railway, is there any power in any one of the Acts of Parliament which shall oblige the company to stop their trains at the junction of any branch railway or railways that may be made from the London and Birmingham?—I apprehend the power of regulating the trains is entirely vested in the direction. It is in their discretion to stop wherever the traffic may require.

870. Supposing the Aylesbury branch were ready for use, and that a person using the Aylesbury branch, with a locomotive engine, brought up to the junction of the London and Birmingham Railway a certain number of passengers, is there any clause, in any one of the three Acts of Parliament, that renders it compulsory upon the company to stop their trains at that junction?—Certainly not; and it would be highly inconvenient if it were so.

871. Then it may happen that passengers may be brought to the junction from Aylesbury, and be detained there for hours, or perhaps the whole day, unless it shall be the pleasure of the London and Birmingham directors to provide that their trains shall stop at that point?—Certainly not.

872. Why so?—The Aylesbury company are competent to take the passengers on if the London and Birmingham refuse, which is highly improbable, that we should not receive the traffic upon our road; but supposing the London and Birmingham to refuse to receive the Aylesbury company, then the Aylesbury company would enter the London and Birmingham Railway with their own engines, and come to London with their passengers.

873. But supposing such an occurrence to take place, would the Aylesbury company have the power to use their water-pipes, and stations, and tanks?—I apprehend not; but then the Aylesbury company would erect a water station, that would be all they would require, and perhaps not one. In all probability the water they brought with them would carry them to London.

874. Then you intend the Committee to infer, that no person using your railway has a right to use your tanks and water-pipes?—Not without permission, and a payment for the use.

875. What

875. What is the authority for the payment?—The same authority that is vested in the company for the payment of carriages and locomotive power.

876. Will you have the goodness to look through the Act of Parliament, and answer that question to-morrow?—It is the authority of the company to make a charge for the use of carriages and other conveniences.

Mr. *Talbot* stated that as there was no authority for other parties to use them under the Act, there was of course no toll specified for it.

877. Are Mr. Bury's engines made all of the same size and the same power?—Not all; those conveying passengers are of a different power from those intended to convey merchandize.

878. But all the engines to convey passengers are of the same size?—I believe they are uniform.

879. And those for the conveyance of merchandize are uniform also?—They may, or may not be.

880. Do those engines move upon four wheels, or upon six wheels?—All upon four wheels.

881. Are not engines moving upon six wheels considered by some persons more safe than those moving upon four wheels?—If the Honourable Committee will allow me to answer as to my own opinion, I should say they are not nearly so safe on six wheels as on four.

882. Are the engines used upon the Grand Junction, and Great Western, the Liverpool and Manchester, and the Southampton Railways, upon four or upon six wheels?—The Liverpool and Manchester, the North Union, the London and Southampton, the London and Birmingham, and the Bolton, and the Midland Counties, use four-wheeled engines. The Grand Junction Railway use exclusively six-wheeled.

883. The first engines were with four?—Yes.

884. The six-wheel engines have been introduced of late years?—The introduction of the six-wheels was, to reduce the pressure upon the rails, which were very light.

885. Are the turn-plates upon the London and Birmingham Railway sufficient in diameter to admit of the use of six-wheel engines?—It certainly depends upon the size of the six-wheel engines.

886. Supposing a six-wheeled engine moving upon the London and Birmingham Railway, such as is now used upon the Grand Junction Railway, would it be possible to work upon your turn-plates an engine from the Grand Junction Railway?—That is a question which I cannot answer. It would depend upon the distance the wheels were apart. The size of the turn-plate must also be limited by the distance and width of the rails upon which the engine runs.

887. What is the diameter of the turn-plates upon the London and Birmingham Railway?—That I cannot answer; they vary.

888. Are they changing them upon any part?—I do not know.

889. Is there any account kept by the London and Birmingham Railway against locomotive power?—A separate account is kept, as in all other railways.

890. Would the result of that account bear out the statement you have made, as to the cost of locomotive power upon the Liverpool and Manchester Railway?—I have already stated that the working of a railway whilst the engines are new, is no criterion of the average expense.

891. Does it bear it out, or does it not?—I am not prepared to state correctly, because I have not made a calculation what the cost of the London and Birmingham has been per passenger; but I should say that for the first year it has been something less than the Liverpool and Manchester.

892. As you are cognizant of this matter, it would be satisfactory if you would state the result as it appears from the London and Birmingham books. Can you state what it would amount to per passenger per mile?—I cannot; the secretary would be better able to state whether it would be possible to make up such an account.

893. You are not in a situation to state what proportion of the charge is made up of interest for capital, wear and tear of engine, men and firemen, and coals and water?—In the statement given in, what I have stated as the amount of expense upon the Liverpool and Manchester, as taken from their own Report, viz. 3*l.* 11*s.* 7*d.*

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3 *l.* 11 *s.* 7 *d.* per trip, does not include any return for the interest of capital invested in the engines, but merely actual outgoings of the expense of working.

894. Does it include coke and water?—I will read what it does include. "Locomotive power, charge 26,427 *l.* 10 *s.* 11 *d.*, is for coke and carting; wages to coke fillers and watering engines; gas, oil, tallow, hemp, &c.; copper, brass, iron, timber, &c. for repairs; men's wages, repairing, engine men and firemen's wages; new engines, new wheels, axles, pistons, &c; coal for pumping engines," that is, for pumping the water: there is nothing here for interest of money.

895. Was it a part of Mr. Bury's contract that the farthing per passenger included the cost of coke?—Certainly.

896. Then the farthing was to cover coke, water, engines, men and firemen, and wear and tear, and interest of capital?—Yes.

897. Was that presumed to afford Mr. Bury a profit?—If his engines were loaded.

898. Will you tell the Committee what number of passengers he presumed he should carry?—The engines are capable of taking 200 persons in one train.

899. Was there any stipulation that each train should consist of a certain number of passengers?—I am not aware that there was.

900. Was any number stated by him to the directors?—I am not aware of all that passed between Mr. Bury and the directors, not being a director at the time he made his contract.

901. It is presumed that those points were discussed between the directors and Mr. Bury?—I should presume that they were.

902. Would there be any objection, on the part of the directors, to make a regulation that one second-class carriage should be attached to each first-class train?—I think the directors would object to any regulation which should divest them of the power of giving the public accommodation in that manner which they think best. If the public required it, the direction would have immediately done so; but the impression of the directors is, that it would be highly unpopular.

903. On what ground is that opinion founded, knowing that complaints are made, on the part of gentlemen, that servants, when travelling by a first-class train, are frequently placed by the side of ladies in the same carriage, sometimes eating a mutton chop, and at other times a pork pie; besides which, gentlemen are obliged to pay the expense of the first-class train for their servants?—If I were travelling by the railway, with my wife and daughters, I should prefer the first-class train having no second-class carriage attached to it, and I should prefer the mail as the best protection against those inconveniences; but I apprehend that it would be impossible for the London and Birmingham direction to prevent any person, if he paid the fare, from entering the first-class carriage; but the probability is, that by affording a better class of carriages, we enable the higher classes to protect themselves against that.

904. In this case you do not give the gentleman an option?—We have provided that there is an outside place. The same would apply to a mail-coach; if a gentleman, travelling by the mail coach, chose to put his servant inside the mail-coach, he may do so; but the board has provided, outside the first-class carriages, seats in which they may put their servants at the second-class fare.

905. Is there any penalty which can be imposed upon the company for carrying passengers further than they have booked their places?—I apprehend not; the fault being entirely with the passengers.

906. Presuming that the train does not stop at the station for which the passenger shall have booked his place, is there any fine that can be imposed upon the company?—Not that I am aware of.

907. Is there a power in the Act of Parliament which authorizes the company to impose fines upon passengers going further than they have booked their places?—I believe there is. When passengers are booked for intermediate stations, the notice is made as plain as can be, and a passenger is sometimes asleep and is carried on; but when such cases do occur, even through the negligence and carelessness of the passenger, the company have uniformly sent him back without any charge.

908. Would there be any objection, if authority were given to the Board of Control, or the Treasury, to appoint a comptroller of engines generally, who should be empowered to prescribe the hours of departure and arrival, and the speed

speed of travelling, and so on, and to arrange disputes between persons using engines and the company?—Most decidedly. The objection would be, that the power would be taken out of the hands of the board, who have an interest, as well as a duty, in conducting it to the satisfaction of the public.

909. Mr. *Talbot.*] Do the ballasting engines with six wheels turn upon the present turn-plates?—They turn decidedly upon some; I am not able to answer whether they turn upon the whole.

910. *Committee.*] Are those engines equal in size to the others?—They vary very much; some are on four wheels, and some on six wheels; the dimensions will vary upon every railway.

911. You, as sitting upon the direction, must of course be cognizant of the steps which the directors took with the 25,000 quarter-shares created?—I was on the direction at the time.

912. At the time that the 25,000 quarter-shares were created, did the directors refer to the Act of Parliament, which gave them authority to borrow money in anticipation of the calls of 20*l.*?—I believe they did.

913. Will you refer to the clause which gives the power?—I am not able to refer to that at the moment. In explanation, I would state that the mode of raising capital on the quarter-shares was principally the act of the proprietors at a general meeting, rather than of the directors; it was at a meeting of the proprietors; many of the proprietors tendered the money on loan to the company, and requested that the money should not be called for from the proprietors unless there was an urgent necessity for it, as at that time there was great pressure in the money market; and at the request of the body of proprietors the directors adopted the course they did.

914. Will you inform the Committee whether, when the general meeting determined that the amount of a million should be raised, by which they created the 25,000 quarter-shares, whether directions were given to the directors to distribute the whole of those 25,000 shares amongst the proprietors of the original shares?—I believe there were.

915. Was a resolution entered into to that effect?—I believe it was.

916. At the same time that that resolution was entered into, were the directors ordered to communicate to the proprietors that only 5*l.* would be called for on the 25*l.* shares?—I cannot immediately call to mind whether such intimation was given in the notice at the time or not.

917. Was there a distinct intimation given to all the proprietors that only 5*l.* would be called for?—It was notified in the report of the meeting; the notice to the proprietors for the creation of the shares has been formerly put in evidence before the Committee.

918. Will you read it?—[*The Witness read the same.*]

919. Then there was no distinct intimation to the proprietors to whom it was addressed that only 5*l.* would be called for?—There does not appear to have been any notice upon this.

920. As far as you know as a director, was any other communication made to the proprietors at large, that only 5*l.* would be called for?—I am not aware of any.

Mr. *Talbot* stated that he would admit that there was no such notice; that the directors at the time did not know what amount they could borrow in the market; that they found greater facilities than they had anticipated, and that they acted upon it.

921. In the debentures issued as a security for the money borrowed, was it stated upon those debentures expressly that the remaining 20*l.* was the security to which the holder of those debentures must look?—Those are questions of detail and management, which more properly belong to the secretary; I am not aware of it; the secretary has given me a copy of one of those bonds.

922. Just read it?—[*The Witness read the same.*]

923. The words there are, "if the money shall be paid within a certain period of time," which is left blank?—Yes.

924. Was there any period fixed?—There was a certain period fixed, according to the option of the lender.

925. Is there any power vested in the company to convert loans into capital stock?—Certainly; in the original Act, the power is to convert loans into capital stock at the option of the proprietors.

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926. Is there any prescription as to the mode in which that conversion shall take place?—I think not, except that it is to be done by the vote of a general meeting.

927. Then if the proprietors shall choose to convert loans borrowed by the company into shares at any nominal value, they may do so?—It provides, I think, that they must be converted into quarter-shares or half-shares.

928. Does it fix the value at which the shares must be estimated?—If they are quarter-shares they are 25*l.* shares, in clause 116 in the 5th and 6th William the Fourth.

929. Have the goodness to read it?—[*The Witness read the same.*]

The Counsel were asked whether certain documents which had been called for upon a former day were ready to be given in.

Mr. *Creed* stated that those returns were ready, and would be given in.

The Counsel were asked whether any memorial had been presented to the board of directors with reference to the fares.

Mr. *Talbot* stated that a memorial had been presented, dated January 1839.

[*The same was delivered in, and read, as follows:*]

To the Directors of the London and Birmingham Railway.

Gentlemen,

As this undertaking has now arrived so near its completion, and has been opened for several months for traffic on the whole line, a number of proprietors who possess a large stake in the concern, and consequently have a deep interest in its prosperity, and its most efficient working, would suggest some points for the consideration of the directors.

When the very large amount of 5,000,000*l.* of capital embarked in the undertaking is considered, it appears quite obvious that the possession of 10 shares should henceforth in practice cease to be a qualification for a director; and without intending the smallest disrespect to any individual, they would suggest that on the future election of any proprietor to a seat at the board, no one holding less than 30 shares be deemed eligible, and that no one be now re-elected who does not hold at least that number, as from the numerous list of shareholders possessing a large stake, there can be found many gentlemen who would undertake the very important duties of the office; and that any gentleman having so small an interest as 10 shares, in their opinion cannot be expected to give up his time and exertions on its behalf.

They would impress on the directors the propriety of not making any alteration in the rate of charge for passengers for the present year, that the traffic may be fairly tested, and that then no reduction be made before the directors shall have submitted it to a general meeting of the proprietors, and have had their approval.

This they consider will have a most important bearing on the profitable result of the undertaking.

They would further recommend, that as the period of service of one London and one Birmingham director will now expire, that Christopher Saltmarshe, esq., and Thomas Smith, esq., be nominated to fill up these vacancies.

Liverpool, January 1839. (Eighty-five signatures follow.)

930. What is the qualification under the Act now?—Under the Act, holding 10 shares.

931. Has any alteration been made in consequence of that memorial?—Not that I am aware of.

932. Is it intended to make any?—I do not know.

933. Is there any power of doing it under the Act of Parliament?—I believe not. This was with reference to the discretion which is vested in the directors, of appointing to any vacancy which may occur in the board between one special meeting and another; we understand this to be a recommendation that those appointments shall not be filled up by any proprietor holding less than 30 shares.

934. And that they have acted upon?—They have.

935. But still the qualification under the Act is possessing 10 shares?—Yes.

936. But men were elected by the directors having a larger number than 10?—They were elected by the proprietors.

937. With reference to the memorial urging upon the directors not to reduce the fares, did the directors entertain any intention to reduce?—I stated that there was some difference of opinion as to the expediency of reducing the fares, and upon the question being considered, I myself made a calculation, and according to the expenses upon other railways, the permanent expenses which cannot

cannot be reduced, and other expenses, which must increase according to the traffic, it has appeared to me, and to other directors, that if we reduce the fares one-third, it would be necessary that the traffic on the road should be more than doubled to yield the same net result for a dividend to the proprietors; and it appeared, therefore, too dangerous an experiment to make. The cost of the railway being so very large, the net sum required for the dividend could not be calculated upon at any rate of charges below the present.

938. Is there any one of the short fares which has been raised within the last few months?—None that I am aware of.

939. Not to Tring or Watford?—The fares generally were raised.

940. At what time?—On the first opening of the line, the experiment of low fares was made; the fares were very much below what they are now; but the result of the first three months' working of the railway proved that the expense was greater than the amount of the receipts. After it was opened to Tring, the expenses were 8,000*l.* and the receipts 7,000*l.*; and it is manifest upon other railways which have worked at small fares, that the expenses have absorbed the whole receipts. The expense of the duty, the expense of providing the carriages, and the maintenance of the way, depend upon the amount of traffic; and if the rate of fare be reduced, the charge and expense remaining the same, the profit must be much less.

941. Supposing the company provide carriages and locomotive power for the conveyance of a train of 200 passengers, and the carriages are not full, of course the expense incurred by the company in the provision of carriages and locomotive power is expenditure for which they get no return?—The carriages provided are according to the average traffic.

942. If locomotive power be provided for 200 passengers, and there are only 55, of course there is a loss upon that particular train to the company?—If the locomotive power were limited to 55 passengers, the company would not have the power of picking up passengers upon the line.

943. If Mr. Bury, by his contract, provides a locomotive engine that shall have the power to draw 200 passengers at a certain speed, and it carries only 55 passengers, is not the expense of that train greater than it would have been if it carried 200 passengers?—Per passenger, certainly.

944. And the profit upon that train would be increased to the Company if it carried 200 passengers?—No doubt.

945. Are you aware of any coaches having been set up again since the fares were raised to London from the short stations?—I believe that, with respect to the Harrow station, which is a very inconvenient station, inasmuch as it is a mile and a half distant from the town of Harrow, that when we had the low fares we had a portion of the Harrow traffic.

946. What was the fare to Harrow before the alteration?—One shilling.

947. What is it now?—The fare is now 2*s.*

948. Do you know what is the coach fare by omnibus?—I do not.

949. What was the proportion in which the number of passengers fell off from London to Harrow?—I am not able to state that, but the receipt of money from Harrow is greater than it was before.

950. Then the convenience to the public is lessened, but the revenue to the company is increased?—Undoubtedly, the loss to the company has ceased.

951. Were you connected with the company at its original formation?—Not as a director; as a proprietor.

952. Are you cognizant of what it was stated by the company would be the charge for conveying passengers from London to Birmingham?—I presume that the estimate would be the toll at 2*d.* a mile.

953. Was any calculation made at that time as to the profit to be derived from locomotive power?—I believe there was no estimate as to the profit to be derived from locomotive power.

954. Is not the company now seeking to obtain profit from the use of locomotive power?—Certainly not.

955. You think the 1½*d.*, which they are authorized to take, and which they are taking, will not cover the expenses?—Certainly not for the mail carriages.

956. The question refers to first-class carriages?—The first-class carriages pay a charge of 3*d.* I have already shown that the expense of locomotive power and other expenses is 1*d.*; consequently, if the company charge only 1*d.*

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more than their toll, there can be no profit to them from that source. If the charge were reduced from 1½*d.* to 1*d.*, the company would be deprived of the opportunity of furnishing a superior class of carriage. It is not the locomotive power which constitutes the expense; it is the wear and tear of carriages in the higher class of carriages.

Mr. *Talbot* stated, that with the permission of the Committee, he would deliver in the letters which had been received by the company from different carriers, with respect to the proposed charges for carrying.

[*The same were delivered in, and read, as follows:*]

Sir, City Basin, 6 April 1839.

We beg to enclose a letter to the Railway Company from our house, subject to your approval; also one from Bache & Co., in substance the same, that if they (the company) advance the down rate, the difficulty of finding any down loading for the railway (already a difficult matter) will be very much increased. Mr. Battye promised to send one from Crowley & Co. early this morning, showing, that it was their opinion that a difference of 5*s.* per ton should be made, as they had formerly stated to the company.

Kenworthy & Co. have not yet decided as to whether they will use the railway or not; they expect a decision from their Manchester-house morning, or on Monday.

There can be no doubt whatever of the injury to the railway of the restriction in question; the only doubt with the carriers, looking at their own interest, is, whether they should cultivate the conveyance by railway in preference to the canal. They see clearly, that if after all they have to look chiefly to the canal, the more restrictions on the railway the better; and that none is more likely to be more effective than this in favour of the canal.

(signed) *Pickford & Co.*, per *Thomas Tibbetts.*

Joseph Baxendale, Esq.

Kenworthy & Co.'s, agent, Mr. Oldfield, distinctly states, that if they continue on the canal solely, and do not use the railway, they will be glad to have this restriction continued.

Gentlemen, London, 6 April 1839.

Understanding that it is your intention to make a charge for the goods passing over your line from London to Birmingham, of not less than 3*s.* per ton below the charge which will be made on the goods passing from Birmingham to London, we most earnestly draw your attention to the effect which this will produce, namely, a total exclusion of a considerable portion of the down traffic, being a description of merchandize which will not bear a charge so nearly equal to that which may be levied on the more valuable traffic to London.

We are, &c.

To the London and Birmingham Railway Company. (signed) *Pickford & Co.*

Sir, London, 6 April 1839.

Having been informed that the Railway Company intend to charge only 3*s.* per ton more for carrying goods from Birmingham to London than from London to Birmingham, we beg respectfully to state, that in our opinion the charge should be 5*s.* per ton more from Birmingham to London than from London to Birmingham.

We remain, &c.

To the Secretary, London and Birmingham Railway. (signed) *Crowley, Hicklin, Batty & Co.*

Gentlemen, 2, Moor Lane, 5 April 1839.

Being informed of your intention to advance the down-rate to within 3*s.* of the up charges, we beg respectfully to urge a reconsideration, having found, by experience, the difficulty so great to contend with the present canal rate, to make a return loading for the down-railway, even at the present charge.

We are, &c.

To the Directors of the London and Birmingham Railway. (signed) Pro *Thomas Bache & Co.*, *W. Harnett.*

Mr. *Talbot* stated, that in consequence of those letters, a letter was written to Mr. Robins, which was to the following effect:

London and Birmingham Railway Office,

Sirs, Euston Station, 5 April 1839.

Your letter of the 3d instant was laid before the board, at their meeting on the 4th, and referred to Mr. Baxendale, the company's superintendent.

The board, on the same occasion, were called upon to take into consideration the remonstrances of some of the principal parties interested in the carrying trade between London and Birmingham, and parts beyond, who object strongly to the proposed difference of rates for

for carriage of goods between London and the interior, and deny that you were authorized to make any arrangement with the company on behalf of the carrying trade generally. *J. B. Boothby*, Esq.

As the company can only have one common rate for all carriers, and are precluded therefore from making an arrangement with individuals, which should not be common to all, the directors feel that under these circumstances they ought not to carry into effect the amendment introduced into Schedule C; and that it will be necessary for them to take the subject into consideration with the body of carriers, and endeavour to come to some understanding that will be satisfactory to all parties. 15 April 1839.

I am, &c.

Messrs. Robins & Co. (signed) *R. Creed.*

Mr. *Joseph Baxendale* was further Examined by Mr. *Talbot*, as follows:

957. WHAT proportion does the carrying trade of Messrs. Robins & Company bear to that of the other three houses?—A very small proportion. Mr. *J. Baxendale.*

958. What has been done by the company since?—The rates by Act of Parliament are 1 *d.* per ton per mile for various articles, lime, manure, salt, stone, &c.; for coals, culm, pig and bar, rod, hoop, sheet iron, &c., 1 ½ *d.*; for sugar, grain, flour, dye-woods, earthenware, &c., 2 *d.* per ton; and for all cotton and other wools, hides, drugs, manufactured goods, and all other wares, &c., 2 ½ *d.* per ton per mile; 3 *d.* per ton is the rate according to the Act of Parliament, and those are the rates that the company demanded. They proposed that from London to Birmingham the tolls should be chargeable as above, except that the articles charged 2 ½ *d.* should pass at 2 *d.* a mile.

959. *Committee.*] Then everything will be charged at the Parliamentary rates, except that certain articles shall be conveyed to Birmingham at 2 ½ *d.*?—Yes; the railway company will provide waggons and locomotive power at a charge of 12 *s.* a ton per trip, say, to or from London and Birmingham and back, such waggons to carry not less than 2 ½ tons, nor a greater weight than 3 ½ tons. Sheds and cranes will be provided for the purpose of transferring the goods to and from the waggons of the company, provided such goods are removed within six hours after their arrival.

960. Then it is 6 *s.* from end to end?—Yes; but charged as you would pay for a post-chaise, 12 *s.* for a double journey.

961. Why should the company demand 12 *s.*; suppose a Birmingham manufacturer comes to town, and buys 3 ½ tons of copper, and directs it to be conveyed to your station at Camden Town, do you mean to say that the company will charge him 12 *s.*, although he may not bring 3 ½ tons up?—They will charge him 12 *s.*

962. Then he is paying 12 *s.*, although one person who happened to bring up 3 ½ tons of goods would pay 6 *s.*?—Yes.

963. Then the company have power to charge for the conveyance of merchandize as much to an individual who carries goods merely from London to Birmingham, as they would to a person conveying the same goods from London to Birmingham and from Birmingham to London?—Yes; this, I apprehend, was stated as an experiment; it is totally impossible for any one to lay down a plan that can be acted upon; a person who loads a waggon one way has no right to expect to have the waggon brought back to him.

964. You charge 12 *s.* for locomotive power from end to end, and if a man takes 3 ½ tons of goods down, and takes certain goods back, you make him pay 12 *s.*?—Yes.

Mr. *Boothby.*] If the charge were only to be taken one way, it could not be afforded to be done for less than 9 *s.* or 10 *s.*

[*Several Returns were delivered in by the Secretary of the Company.* Vide *Appendix*, Nos. 9 to 27.]

Mr. *Talbot* stated, that, with the permission of the Committee, he would make an explanation with reference to the answer which had been given as to the charge for the carriage of three tons of goods, that as the company are not carriers, they do not take goods in the way suggested in the question, but that the goods must be put into the hands of a carrier, who will have the benefit of the back carriage.

Mr. *Talbot* further stated, that as it would be inconvenient to Mr. Baxendale to attend again, he wished to ask whether the evidence upon the question with respect to the carriers was finished.

Mr. *J. Baxendale.*

15 April 1839.

The Counsel and parties were directed to withdraw.

After some time, the Counsel and parties were called in, and informed that the Committee considered that it would be better for Mr. Baxendale to be in attendance to-morrow.

[Adjourned till to-morrow, at a quarter after Twelve.

Martis, 16° *die Aprilis*, 1839.

W. S. DUGDALE, ESQ., IN THE CHAIR.

Mr. *Joseph Baxendale*, Examined by the Committee.

Mr. *J. Baxendale.*

16 April 1839.

965. YOU hold the office of superintendent for the carrying department of the London and Birmingham Railway Company?—No.

966. What office do you hold?—The general superintendent of the railway.

967. Do you receive a salary for that office?—I do.

968. Have you any objection to state to the Committee what that salary is?—I do not know whether my private affairs are to be inquired into; I think the honourable Member will see that it is not exactly the thing to ask respecting my private affairs.

969. You admit that you receive a salary?—Decidedly.

970. Are you a partner in the house of Pickford & Co.?—I am.

971. And of course, therefore, as a partner, have an interest in carrying on the concern of Pickford & Co. in the most expeditious manner that goods can be conveyed for those who employ Messrs. Pickford & Co. as carriers?—The same interest that all carriers have in doing the business well.

972. And of course you receive a share, be it large or small, of the profits arising from the carrying business of Pickford & Co.?—Yes.

973. Mr. *Austin.*] Do you not also receive a per-centage upon all goods that are carried by the company?—No, I do not.

974. *Committee.*] The remuneration is by a salary?—It is. I was asked whether I had a per-centage upon the carrying business; if the dividend increases by the proper management of the concern, I receive a per-centage, but no per-centage upon the carrying business. The question you put to me was, whether I received a per-centage upon the carrying business, my reply is No; but if the proper superintendence of the railway produces an improved income, I am benefited by that improved income in the shape of a per-centage.

975. Mr. *Austin.*] When is such per-centage to commence?—It is year by year; if there is a dividend of five per cent., and there is an increase upon that dividend in the course of a certain period, I should reap a benefit at the same time with the proprietors from the improvement.

976. That is in addition to the salary?—That is in addition to the salary.

977. That is by agreement between you and the company?—There is no agreement whatever.

978. *Committee.*] Under what deed or document would you claim the per-centage?—I have no deed or document. If the railway company were inclined to-morrow to say, "Mr. Baxendale, we will dispense with your services," they might dispense with them; or if Mr. Baxendale chooses to say to-morrow, "Gentlemen, I will have nothing more to do with you," he might do so.

979. Mr. *Austin.*] In short, it is a parol agreement?—Yes.

980. *Committee.*] Do you receive a per-centage upon the whole returns of the railway, or upon that department which you superintend?—I superintend the whole; I have nothing to do with the carrying business separately; that is not carried on by me; that is a part, and only a small part, of that which I have to superintend; the whole of the out-door arrangement, and the whole of the management of the railway, falls upon my shoulders; the carrying business is a very small portion of it, and with that I interfere as little as need be.

981. Mr. *Austin.*] You say that this is a parol agreement; is there any entry of it in the minutes?—I do not know, but I presume there is.

982. Then

982. Then there is an entry on the books?—I suppose so.

983. Made by whom?—I do not know.

984. If it is entered on the books, it is made by the board of directors?—Very likely.

985. And signed by somebody?—Very likely.

986. So that if you were to take out the leaf of the book it might be stamped?—Very likely.

987. And an action brought upon it?—Yes, very likely; I am not a lawyer.

988. Yesterday, there was a complete disclaimer of any connexion between the London and Birmingham Company and the Messrs. Pickford & Co.; that disclaimer is now withdrawn, and Mr. Baxendale now stands before the Committee as the partner of Pickford & Co.; that is so?—I always admitted it from the first; I stated that I never fought under false colours, and that it was not my intention so to do; I spoke as distinctly as at this moment.

989. Are you at all acquainted with an advertisement that has appeared in a paper of late from Pickford & Co.?—I have seen it; my attention has been drawn to it.

990. In print?—In print.

991. Did you ever see it before it was printed?—Yes.

992. In manuscript?—Yes.

993. Did you consult about that being put in the paper?—I desired that that advertisement might be put in the paper.

Mr. *Austin* stated that he believed that it was understood that he might appear and address the Committee for Mr. Robins.

The *Chairman* stated that he might.

Mr. *Austin* was heard to address the Committee.

The Committee-room was cleared.

After some time the Counsel and parties were again called in, and informed, that the Committee had come to the determination to order a clause to be brought in, compelling the company to allow all carriers to carry their goods on equal terms, but that the Committee had not decided what those terms should be.

Mr. *Austin* submitted that, in order to render the section of the original Act available, it was necessary that the company should be compelled to supply to private carriers fuel and water at a reasonable charge.

Mr. *Harrison* and Mr. *Talbot* were heard to contend against the introduction of such a clause as that proposed by Mr. Austin.

Mr. *Austin* was heard in reply; after which he delivered in to the Committee the clauses which he suggested.

The Committee-room was cleared.

After some time, the Counsel and parties were again called in, and informed, that the Committee had come to the following Resolutions:

"That it is expedient that provision be made in the Bill that all goods shall be conveyed by the Railway Company at an equal charge, and indifferently, without regard to the parties by whom they shall be offered for carriage, and in the order of time in which they may be delivered at the respective stations.

"That provision be made in the Bill for imposing fines on the Company for not stopping their trains at the stations to which any passenger or passengers may have paid his or their fare.

"That provision be made in the Bill for repealing sect. 225, 3d Will. 4, c. 36.

"That provision be made in the Bill for obliging the Company to publish in the 'London Gazette,' or in some two newspapers printed and circulated in each county through which the Railway passes, such bye-laws as shall be intended to be laid before the Judges for confirmation, One calendar month at the least before such application shall be made to the Judges; and that such bye-laws, when so confirmed, shall be laid before Parliament within One calendar month after the commencement of the next ensuing session."

Mr. *Harrison* requested time of the Committee, in order to take the Resolutions into consideration.

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The Committee inquired whether there would be any objection made, upon the part of the Company, to the introduction of a provision limiting the charge for small parcels, exceeding 15 lbs. and not exceeding 5 cwt., to a halfpenny per lb., including tolls.

Mr. *Harrison* stated, that he was not prepared to give an answer to the question at present, but that he would give an answer on the next day of meeting.

The Committee inquired whether there would be any objection made by the Company to a provision preventing the Company from imprisoning passengers and other persons for non-payment of fares or charges, but that authority be given to the Company to recover them by summons before Justices, or by action.

Mr. *Talbot* stated that there was such a clause in the Act.

The Committee inquired whether there would be any objection on the part of the Company to a provision being made in the Bill to oblige the Directors, if they should exercise the power given by sections, of converting loans into capital stock, to estimate the shares so to be created at the market price of the day.

Mr. *Harrison* stated that he would take the point into consideration.

Adjourned till To-morrow, at Twelve o'clock.

Mercurii, 17° *die Aprilis*, 1839.

W. S. DUGDALE, IN THE CHAIR.

17 April 1839.

Mr. *Talbot* stated, that the Committee having given the parties time to consider the introduction of certain clauses, he would state the objections they entertained to them. This was a mere money Bill, and it was not usual in such a Bill to introduce clauses which had reference to mere matter of general regulation.

With regard to the proposition of repealing the clause 225 in the old Act, altering the period of limitation for bringing actions, a Bill was before Parliament which was to have an effect in all cases, and it would not be just, if that Bill should not pass into a law, to place this company in a situation different from others.

With regard to the other three resolutions, the first, for stopping the trains at the stations at which passengers are booked; the second, for the publication of bye-laws in the Gazette; and the third, that goods of a similar description shall be conveyed by the railway at an equal charge; the company had no other objection than that they were matters that ought to be regulated by the Committee now sitting on the general subject of railways.

The Committee, however, had called the attention of the promoters of the Bill to three subjects on which resolutions had been proposed to be passed, and in regard to which the company entertained the strongest possible objections. The first of those resolutions was, limiting the charge as to small parcels exceeding 15 lbs. and not exceeding 5 cwt. to a half-penny a pound; the second was the proviso preventing the company imprisoning passengers; and the third requiring the directors to convert loans into stock. In as far as concerned that resolution which applied to the imprisonment of passengers, he supposed the Committee had forgotten that they had already passed a clause on that subject, and the company protested against any alteration of it; with regard to the resolution as to converting loans into stock, the learned counsel stated, that they stood on the strong basis that the Committee had no right to alter the bargain which Parliament had made with the projectors of the undertaking; and he further submitted, that as to the charge upon small parcels, that stood upon the same footing, and they objected to any alteration in the powers given by Parliament, and on the faith of which the capital had been expended; upon the

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the whole, therefore, he called upon the Committee to reject those resolutions, first, on the ground that they would be a matter of general regulation, if at all; and secondly, on the ground of their interference with the compact on which the shareholders had advanced their money.

A member stated that he had been informed a petition was about to be presented by the General Parcels Delivery Company, complaining of the railway company's charges for small parcels, and stating that they had refused to convey a box of parcels which were being forwarded by them to Birmingham, and wished to know whether the company felt themselves authorized to break open a box to see what it contained.

Mr. *Talbot* stated that, whether the company had a right to do so or not, he should advise them to do so, and leave the party to bring his action; it would be of course at the peril of the company.

The room was cleared.

Council and agents were called in, and informed by

The *Chairman*, that the Committee adhere to the four resolutions which were come to, and that, as to the one relating to the repealing of the 225th section of William the Fourth, they leave the Counsel for the Bill to put in a clause in conformity with it.

That with regard to the other propositions, the Committee had refused to pass them, with the exception of one that is now under consideration, namely, with regard to the mode of raising the million of money.

The *Chairman* inquired whether the clauses were prepared to carry out the opinion of the Committee.

Mr. *Barker* handed in a clause, compelling the company to stop at the stations where persons have booked their places to go by a train, under a penalty of not exceeding 5*l.*

The clause was ordered to stand part of the Bill.

The clause ordering the publication of the bye-laws in the Gazette, and in two newspapers circulated in the counties through which the railway passed, was then ordered to stand part of the Bill.

Upon the clause being read, compelling the company to convey merchandize at an equal charge indifferently, and in the order of time at which they should be delivered to the said company:

Mr. *Austin* stated, he apprehended the clause proposed by the promoters did not carry out the resolution of the Committee. By the resolution three objects were to be accomplished, first, the goods were to be carried at an equal rate of charge; secondly, without any priority; and thirdly, they were to be taken according to the priority in which the parcels were delivered to the company. The parties for whom he appeared had prepared a clause to carry that object into effect, which could only be done by giving facility of proving the time at which the several goods arrived at the railroad, and for this purpose he suggested that tickets numbered 1, 2, 3, and so on, should be delivered to the parties according to the time of their arrival. The learned Counsel read the clause he proposed.

Mr. *Harrison* stated they were quite ready to carry into effect the object Mr. Austin had in view, but objected to being tied down to any particular form.

The *Chairman* stated, the Committee were of opinion that the clause should be drawn to carry into effect the object of Mr. Austin, but did not wish to tie the parties down to the exact form, and desired the parties to prepare a clause accordingly.

Mr. *Austin* stated, that he proposed to add a proviso to the clause last under consideration, to the effect that, if the company wilfully infringed that regulation, they should be subjected to a penalty of 5*l.*

Mr. *Harrison* stated he acquiesced in that suggestion.

Mr. *Austin* stated that he had a clause to propose, of an important nature; the company had issued papers, stating they would not be responsible for any species of accident or injury accruing to the goods conveyed upon the line.

The learned Counsel then proposed that a clause should be introduced, stating that the company should not be liable for any loss or injury whatever, except such as may be sustained solely in consequence of collision of trains, or defects in their roads, works, or engines, arising from negli-

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gence or want of repair, or the burning and breaking of the waggons while *in transitu*.

A member stated the opinion of the Committee seemed to be favourable to such a clause.

Mr. *Barker* suggested that after the clause was drawn, the Committee would allow them the opportunity of considering it in all its bearings.

Mr. *Austin* stated the clause should be drawn, and sent to the other party.

The *Chairman* inquired whether the party were prepared with their money clause.

Mr. *Talbot* stated they had prepared a clause, which they submitted to the consideration of the Committee.

A Member inquired whether it was in conformity to the resolution of the Committee.

Mr. *Talbot* stated, if the resolution of the Committee was that the company should raise the million of money by taking into the market so many 25*l.* or 50*l.* shares as, with the premium on those shares, should produce a million of money, unquestionably the clause he had now to propose was not in conformity with that; and if the Committee thought it right to introduce such a clause in the Bill, it must be done with the understanding that the company protested against it to the utmost of their power; and they did so because it was impracticable, and would lead to such a depreciation of the stock as would lead to very cruel oppression indeed. The clause drawn up by the company was as follows:

"And whereas the sum of Ninety pounds has been paid by the proprietors of shares in the said company in respect of every 100*l.* share in the said undertaking, and 5*l.* have been paid in respect of certain quarter shares of the amount of 25*l.* each, created under the powers of the said Acts, or some of them, leaving the sum of 10*l.* still to be paid by each proprietor in respect of every 100*l.* share, and 20*l.* in respect of every 25*l.* share; and whereas the said company have issued certain debentures on the credit of the calls to be made by the said company, under the powers of their said Acts, amounting in the whole to the sum of 750,000*l.*; Be it therefore enacted, That the said debentures so issued by the said company on the credit of the calls to be made by the said company, amounting to the sum of 750,000*l.* as aforesaid, shall be and are hereby made a charge upon the said million of money hereby authorized to be raised, and that the said debentures, when and as they respectively become due, shall be paid off out of and by the said million of money, and shall not be reissued."

A Member inquired whether it would not have been better to raise the money by agreeing to pay up the unpaid capital, and a power to borrow a million of money.

Mr. *Talbot* stated that they would have been quite ready to do that, but Parliament would not give them the power.

A Member stated before the Committee adjourned, it had been inquired whether the million of money could not be borrowed, and its being suggested the Standing Orders prohibited the borrowing more than one-third of the capital, the question then was, whether the Standing Orders applied to the work already done, or whether it applied only to work to be performed; that question was to be referred to the Speaker, and he wished to know to what decision the Speaker had arrived.

Mr. *Barker* stated he believed the bearing of the Speaker's mind had been that the Standing Orders did not apply to a case like the present; but subsequent to that the point had been referred to the Standing Orders Committee, and the rule now laid down by them was, that not more than one-third of the capital of the company should be raised by loan.

The room was cleared.

The Committee deliberated.

Counsel and Agents were called in, and informed by

The *Chairman*, that the Committee adhere to the resolution they came to before the vacation, that it is the opinion of the Committee that the company shall have power to raise 1,000,000*l.* by sale in the public market of as many shares of the nominal value of 25*l.* each as will amount in the whole

whole to 1,000,000*l.*, but the number of shares to be issued shall not exceed 40,000; and therefore this clause must be altered according to this resolution. 17 April 1839.

Mr. *Barker* stated, they were desirous of putting on the Minutes of the Committee some explanation of the mode the capital of the company had been raised, and the views of the company on the proposition last adopted by the Committee.

The *Chairman* stated that might be done the next day of meeting, and might go into the Special Report.

[The Committee adjourned to Friday, at Twelve o'clock.

Veneris, 19° *die Aprilis*, 1839.

WILLIAM S. DUGDALE, ESQ., IN THE CHAIR.

THE Committee room was cleared. 19 April 1839.

After some time the Counsel and parties were again called in, and informed by the Chairman that the Committee had resolved to call upon the agents for the promoters of the Bill to furnish the Committee with the following documents:

A Copy of the Order made at the general meeting by which the 25,000 quarter shares were created:

Copy of the Order by which the 20 *l.* were ordered to be raised in anticipation of the calls on the said 25 *l.* shares:

A List of the Proprietors of the 100 *l.* shares at the time at which the quarter shares were created:

A List of the Proprietors and persons to whom the quarter shares were allocated.

Mr. *Harrison* stated that the rest of the papers should be prepared, that the parties had not the means of delivering them in now.

Several clauses prepared under the direction of the Committee by the agents for the Bill were then delivered in, and the first clause, being a money clause, was read.

Mr. *Harrison* submitted to the Committee that it should be inserted in the Report that this clause was brought forward by the direction of the Committee, and that the promoters of the Bill objected to it.

The further consideration of this clause was postponed.

Another clause was read, intituled, "The company to convey goods at an equal rate and indifferently."

Mr. *Harrison* stated that the promoters of the Bill perfectly agreed to the principle of the clause, and intended to carry it out; but that they thought the mode of doing it had better be left to form the subject of a general enactment, applying to all railway companies, and not to this company in particular.

The clause was put and agreed to.

Another clause was read, intituled, "Penalty for refusing to carry goods, or for giving undue preference."

The same was put and agreed to.

Another clause was read, intituled, "Company not to be answerable for any loss or damage, except from omission or negligence."

The same was put and agreed to.

Another clause was read, intituled, "Annual account to be made out, and copy transmitted to the clerks of the peace."

The same was put and agreed to.

Another clause was read, intituled, "Metropolitan Commissioners may make such alterations in the works, authorized to be done by the company connected with the metropolitan roads, as may be mutually agreed upon between the said Commissioners and the company."

The same was put and agreed to.

19 April 1839.

The Committee-room was cleared.

After some time the Counsel and parties were again called in, and the Chairman stated that the Committee had agreed to the money clause, making the following addition to it: "Provided always, that the directors shall not sell the shares so created at a lower price than the market value at the date of the sale."

Mr. *Harrison* was asked by the Chairman if there was any other point he wished to mention before the Committee proceeded to consider their Report.

Mr. *Harrison* stated, that all the promoters of the Bill wished the Committee to do was, to state in the Report that they objected to the money clause, of course leaving it to the Committee to consider the best mode of doing it; otherwise, in the ordinary course of proceeding it would be supposed that the clause had been introduced at the suggestion of the promoters of the Bill, or with their approbation.

The Committee room was again cleared.

After some time the Counsel and parties were again called in, and informed that the Committee had agreed to their Report, making only a verbal alteration; but that the Committee had not thought it right to introduce into the Report that the promoters of the Bill objected to the introduction of the money clause, it being the opinion of the Committee that it was not competent for them to do so in point of form, but that some members of the Committee would state in the House that it was introduced against the wish of the promoters of the Bill, and that it was objected to by them.

Mr. *Harrison* stated that that would be sufficient, the promoters of the Bill only being anxious that the fact should be brought to the notice of the House that they did not consent to the introduction of the clause, but that it was objected to by them.

Mr. *Talbot* inquired whether the limitation clause had been inserted in the Bill.

The *Chairman* replied that it had.

Mr. *Talbot* suggested to the Committee, whether it would not be better to leave this Bill to the operation of the Act brought in by Sir Frederick Pollock upon that subject, which stood for a Committee of the whole House on Wednesday next.

After some further discussion,

The *Chairman* stated that the clause must remain in the Bill now, and it could be expunged on bringing up the Report.

Mr. *Talbot* stated that the promoters of the Bill were satisfied with that arrangement, if the Chairman would take care that was done.

[*The following Returns were then delivered in.*]

Extract from the Minutes of the Court of Proprietors, of the 18th February 1836.

Extract from the Minutes of the Court of Proprietors, of the 3d February 1837.

Extract from the Minutes of the Court of Proprietors, of the 30th June 1837.

Extract from the Minutes of the Court of Proprietors, of the 21st February 1838.

List of Persons who were Proprietors of 100*l.* shares of the company on the 1st July 1837, distinguishing those who have not accepted the 25*l.* shares created under the powers of the Act of the 1 Victoria.

Vide Appendix, Nos. 28 to 32.

APPENDIX.

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No. 28.—Extract from the Minutes of the Court of Proprietors of the 18th February 1836, p. 100

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No. 32.—A List of the Proprietors of 100*l.* Shares of the Company on the 1st July 1837, and of the Number of 25*l.* Shares which were allotted to them respectively under the Powers of the Act 1 Victoria - - - - - - - - - - - - p. 101

APPENDIX.

Appendix, No. 1.

Appendix, No. 1.

Abstract of Sums raised by the Company.

LONDON AND BIRMINGHAM RAILWAY.

GENERAL ABSTRACT of SUMS raised by the *London and Birmingham Railway Company* under the Powers of their several Acts.

	3 Will. IV. cap. 36.	5 & 6 Will. IV. cap. 56.	1st Victoria, cap. 64.	TOTAL.
	£.	£.	£.	£.
By calls - - - - -	2,250,000	- - -	125,000	2,375,000
By loans, in anticipation of calls.	250,000	- - -	500,000	750,000
	2,500,000	- - -	625,000	3,125,000
By loans, on mortgage of tolls	835,000 $\frac{2}{3}$	165,000	375,000	1,375,000
TOTAL - - - £.	3,335,000 $\frac{2}{3}$	165,000	1,000,000	4,500,000

20 March 1839.

R. Creed, Secretary.

Appendix, No. 2.

Appendix, No. 2.

Eleventh Report of the Directors.

LONDON AND BIRMINGHAM RAILWAY.

Eleventh Half-yearly General Meeting of the Court of Proprietors.

AT the general meeting of the London and Birmingham Railway Company, held in pursuance of the provisions of the Acts of Incorporation, at Dee's Royal Hotel, Birmingham, on the 1st February 1839.—*George Carr Glyn*, Esq., in the Chair.

It was resolved,—1st. That the common seal of the company be affixed to the register of proprietors. (The seal was affixed accordingly, in the presence of the meeting.)

2d. That the report of the directors, as now read, be received and adopted, and that a dividend of 3*l.* 10*s.* on the 100*l.* shares, and rateably on the 25*l.* shares, be declared on the net profits of the company's revenue to 31st December.

3d. That the following directors, viz., Mr. Boothby and Mr. Ledsam, who go out of office at the present half-yearly general meeting, be re-elected.

4th. That Mr. Christopher Saltmarshe and Mr. Thomas Smith be elected directors in the place of Mr. Barclay and Mr. Phipson, who retire.

The chairman having quitted the chair,

Resolved unanimously,—That the thanks of the meeting be given to the chairman and directors for their valuable services.

Appendix, No. 2.

Eleventh Report of the Directors.

REPORT.

The directors, in their present Report, have the pleasure to record the opening of the entire line on the 17th September, in conformity with the expectations which were held out to the proprietors at their last meeting. The number of passengers conveyed between the 1st of July and the 16th September was 149,616, equal on an average of 77 miles (the length of railway then in operation) to 945 passengers per day for that distance. The number conveyed between the 17th September and 31st December was 151,941, equal on an average of 112 miles to 797 passengers per day, for the whole distance. The total number in the half year was 301,557, equal on an average to 1,633 per day.

	£.	s.	d.
According to the accounts which are now to be laid before the proprietors, it will appear that the receipts from revenue between the 20th July 1837, when the railway was first opened, and the 31st December last, were -	270,855	17	11
The payments in the same time, including interest 33,854 *l.*, and a reserve of 16,812 *l.*, to meet the depreciation of stock, were - - - -	154,396	19	7
Leaving a net profit of - - - £.	116,458	18	4

On which the directors recommend that a dividend should be declared of 3 *l.* 10 *s.* per 100 *l.* share, equal to 109,375 *l.*

	£.	s.	d.
The receipts from the 1st July to the 31st December, for the carriage of passengers (deducting the intermediate road coaching), parcels, and merchandize, were - - - - - - - - - - - -	203,415	3	5
The charges of maintenance of way, locomotive, police, and coaching departments, (mileage duty included,) in the same time, were - - -	72,605	8	3
Leaving a net receipt of - - - £.	130,809	15	2

Subject to a reserve for depreciation of stock, and for interest on loans.

The directors looking to the time of year when the last opening occurred, and to the very limited quantity of goods which the company have been enabled to carry with their comparatively inadequate means of accommodation for this description of traffic, may confidently anticipate that when the sheds now in progress at the London and Birmingham stations are completed, and the waggons built which have been ordered, the amount will be greatly increased. The principle which the directors have adopted is to throw the railway open to all carriers on such a reasonable toll as will enable them to carry on their business in fair competition with the canals, the company at the same time being carriers on their own account as the surest guarantee to the public that fair and reasonable rates will be charged, the same principle, in fact, as that so successfully adopted by the late Duke of Bridgewater on his canals.

Against the large accession of revenue upon which the directors have a right to calculate, they expect a considerable addition to the cost of "maintenance of way." The proprietors are probably aware that the contractors are bound to keep the portions of the railway works for which they have severally contracted, in repair for 12 months from the date when they are given up to the company. The railway between London and Tring, (a distance of 32 miles) was the only portion liable to this charge in the last six months: but in the month of April the maintenance of a further distance of 51 miles will become chargeable to the same account, and for the whole line in October. The directors calculating, therefore, on this prospective expense, and having no certain data for estimating the amount of it, feel themselves called upon to recommend that the balance of 7,083 *l.* 18 *s.* 4 *d.* should be reserved to meet future contingencies, in addition to the 16,812 *l.* already provided for the depreciation of locomotive and coaching stock, making 23,895 *l.* 18 *s.* 4 *d.* retained from the net revenue.

With reference to the outlay under the head of Police and Coaching, the directors still considering the safety of passengers of more importance than economy, have maintained their establishment of police, with a view to this paramount object, on a much larger scale than they are of opinion will be necessary when the winter months are passed, and the embankments are more consolidated; and, they may state, as a satisfactory proof of the advantage of this precautionary measure, that although the works of the railway have proceeded incessantly whilst the trains were running, there has been neither loss of life nor serious accident to any individual passenger.

Under the other heads of expense every economy has been used, consistent with due efficiency in the management, and the amount will be found at least as moderate as on any other railway at present open to the public.

The

The directors at the last general meeting announced that it was their intention to apply to Parliament in the present session for powers to increase the capital of the company, and that they proposed to raise the money which might be required in the meantime by loans. In pursuance of the arrangements which were there then communicated to, and sanctioned by the proprietors, the directors have borrowed 500,000 *l.*, principally on notes payable 12 months after date, and it will be necessary not only to provide means for the repayment of these notes as they fall due, but such a reserve of disposable capital as shall relieve the company from the necessity of renewed application to Parliament whenever occasions arise for an expenditure of unquestionable utility. The Birmingham and Derby, the Birmingham and Gloucester, and the Midland Counties Railway Companies have severally submitted propositions to the consideration of the directors, with reference to stations at the points where they join the London and Birmingham Railway; and, it is probable, that similar propositions may be made from other quarters. The cost of accommodation which it may in these cases be expedient to provide for the respective companies, and for which they will make an adequate return to the London and Birmingham Railway, is one of the most obvious occasions for a future beneficial outlay of capital to which the directors can refer.

With this impression of the existing and probable future demands on the company's funds, the directors can have no hesitation in recommending that power should be taken for raising an additional million of capital, by the creation of new shares, and that the money which may from time to time be required should be obtained either by calls on the shares, or by loans in anticipation of calls.

Arrangements have been made for the transfer of the Grand Junction Railway carriages to the London and Birmingham Railway, and for a corresponding transfer of this company's carriages to the Grand Junction Railway, and for the alternate use of the respective stations. The directors are anxious, as they always have been, to adopt any measures in the interests of the two companies, the tendency of which may be to promote the public accommodation.

The hotels in front of the Euston station, to the construction of which the directors adverted in their last Report, are in so forward a state, that their completion may be expected in the summer of this year. The committee specially charged with the superintendence of these establishments have made considerable progress in the plans for their future management, and have no doubt that the arrangements generally will be found effectual for the accommodation and comfort of railway travellers, and afford at the same time a liberal remuneration to the proprietors.

The following directors go out by rotation at the present meeting:—Mr. Barclay, Mr. Boothby, Mr. Ledsam, Mr. Phipson; and Mr. Boothby and Mr. Ledsam have offered themselves to the proprietors for re-election.

General Account of the Receipts and Disbursements of Cash by the London and Birmingham Railway Company, to 31st December 1838.

Dr.

Receipts. 31 December 1838.	£.	s.	d.
To capital account for sums received	4,978,120	4	10
Revenue account - ditto	298,337	–	10
£.	5,276,457	5	8

Cr.

Disbursements. 31 December 1838.	£.	s.	d.	£.	s.	d.
By capital account for sums disbursed				5,018,816	16	3
By revenue account - ditto				135,915	10	9
By balance of cash; viz.						
In Deposit Stamp-office	2,000	–	–			
Placed on loan at interest	55,000	–	–			
Glyn & Co.	16,382	2	6			
Bank of Liverpool	17,967	13	2			
Moilliet and Co.	10,841	7	4			
Birmingham Banking Company	18,598	6	2			
Heywood & Co.	33	4	–			
Bank of Manchester	902	5	6			
				121,724	18	8
£.				5,276,457	5	8

Appendix, No. 2.

Eleventh Report of the Directors.

CAPITAL ACCOUNT.

Dr.

31 December 1838.	£.	s.	d.	£.	s.	d.
To Stock; viz.						
Land and compensation	637,869	6	7			
Works of road and stations	3,830,212	17	8			
Locomotive department; viz.—Engines and tenders, tools and implements	67,093	16	6			
Stores account	1,510	–	–			
Carrying department; viz.—Coaches, trucks, horse-boxes, waggons, cranes, &c.	127,249	12	4			
				4,663,935	13	1
To Charges; viz.						
Obtaining Act of incorporation	72,868	18	10			
Law charges for general business	10,339	9	3			
Conveyancing and land agency	11,027	5	10			
Engineering	85,802	15	5			
Advertizing, printing, direction, office, salaries of secretaries, &c., and sundries (including travelling)	43,727	13	1			
				223,766	2	5
To debenture charges (including *ad valorem* duty)	10,077	18	–			
To interest on loans previously to general opening on 17 Sept.	121,037	2	9			
				131,115	–	9
			£.	5,018,816	16	3

Cr.

31 December 1838.	£.	s.	d.	£.	s.	d.
By calls on 100*l.* shares	2,249,225	–	–			
Ditto - 25*l.* shares	124,525	–	–			
				2,373,750	–	–
By loans on debentures	2,125,000	–	–			
Ditto on notes	365,500	–	–			
Ditto on account	75,967	12	–			
				2,566,467	12	–
By Sundries; viz.						
Produce of sale of forfeited shares	4,444	15	10			
Fines, land, and materials resold, &c.	5,273	3	7			
Interest on calls in arrears, Exchequer bills, and bankers' balances	28,184	13	5			
				37,902	12	10
By balance				40,696	11	5
			£.	5,018,816	16	3

REVENUE ACCOUNT, Six Months, ending 31 December 1838.

Dr.

31 December 1838.	£.	s.	d.	£.	s.	d.
To maintenance of way between London and Tring, from 17 September	7,175	14	4			
To Locomotive Account; viz.						
Coal, coke, repairs, salaries, wages, oil, tallow, waste and incidental charges	16,091	5	1			
To Carrying Account; viz.						
Salaries, wages of police, porters, &c., stationery, repairs, gas, oil, and tallow	25,538	3	5			
Mileage duty	8,816	9	4			
To General Charges; viz.						
Engineering, law charges, advertizing, printing, direction, office, salaries, secretaries, clerks, and sundries (including travelling)	14,983	16	1			
				72,605	8	3
To reserve for depreciation of Stock; viz.						
Locomotive stock	5,007	–	–			
Carrying ditto	6,305	–	–			
				11,312	–	–
To interest on loans from 17th September				33,854	15	5
Balance				116,458	18	4
			£.	234,231	2	–

Cr.

31 December 1838.	£.	s.	d.	£.	s.	d.
By receipts; viz.—Passengers, parcels, mails, and merchandize	219,973	8	–			
Deduct for intermediate coaching - - - -	16,558	4	7			
	203,415	3	5			
By interest on cash balances, from 17th September - -	961	19	4			
				204,377	2	9
By balance of revenue account to 30th June - - - - - -				29,853	19	3
			£.	234,231	2	–

RESERVE ACCOUNT for Depreciation of Stock, 31 December 1838.

Dr.

	£.	s.	d.
To balance - - - - - - - - - - - - - -	16,812	–	–

Cr.

	Locomotive.	Coaching.	Total.
	£.	£.	£.
By reserve, 30 June 1838 - - - - -	3,500	2,000	5,500
Ditto - 31 December - - - - -	5,007	6,305	11,312
£.	8,507	8,305	16,812

BALANCE, 31 December 1838.

Dr.

	£.	s.	d.
To cash account - - - - - - - - - - - - -	121,724	18	8
Capital account - - - - - - - - - - - -	40,696	11	5
Sundry accounts for balances due to the Company - - - - - -	11,332	1	8
£.	173,753	11	9

Cr.

	£.	s.	d.
By Revenue account - - - - - - - - - - - -	116,458	18	4
Reserve account - - - - - - - - - - - -	16,812	–	–
Loan creditors' account - - - - - - - - - -	33,854	15	5
Sundry accounts for balances due by the Company - - - - - -	6,627	18	–
£.	173,753	11	9

R. Creed,
C. R. Moorsom, } Secretaries.

Note.—The dividend will be payable on the 15th February to the proprietors who were registered as such at the closing of the books on the 21st January, and the necessary documents will be sent to them in due course, for enabling them to receive it.

Appendix, No. 2.

Eleventh Report of the Directors.

EXTRACT from the Report of the Proceedings of the General Meeting.

(*From the Railway Times, 2d February* 1839.)

THE Chairman observed, that he felt assured it would not only be in bad taste, but would not at all accord with the wishes of the meeting, were he to detain them from the Report which they were doubtless looking forward to with much interest. There was, however, one point not touched upon in that document, to which, with the permission of the proprietors, he would call their attention for a very few seconds. He referred to the reiterated attacks which had been made upon the company by a portion of the press. He (the chairman) was not prepared to say, that upon the first opening of the railway the arrangements had been so perfect as could have been wished. In collecting so large a body of servants, unused to the duties of an establishment like this, it was unavoidable that some of them should have been such as in character or conduct to be undesirable. But he would assure the proprietors, that in every instance in which a complaint had been made, the directors had instituted a most rigid investigation into the circumstances of the case, and decided impartially upon its merits. It was, however, only an act of justice to the numerous establishment under their control to say, that although they had been attacked by the portion of the press already referred to, in statements grossly exaggerated, or altogether unfounded, the directors had received many communications bearing testimony to the civility and attention with which the passenger traffic had been conducted. He (the chairman) did not stand there to attack the press; it was most desirable that it should keep a vigilant eye upon the proceedings of public bodies, and of the fair exercise of such a power the directors of this company had no right and no wish to complain, but they thought they had a right to complain that calumnious statements were sent forth to the world without any attempt having first been made to inquire into their truth or falsehood. But it was not by the press alone that the company had been so justly assailed; they had been attacked from a quarter from which it might have been expected that they would have received impartial justice. One of the police magistrates of the metropolis, in adjudicating upon a case brought before him in his public capacity, a case so clearly one of fraud that he was compelled to punish the offenders, had taken occasion to accompany his decision with a most extraordinary and uncalled for statement in reference to the powers possessed by the company under their Act of Parliament. To accusations like these, the directors had never replied, and he (the chairman) had no doubt that the proprietors would approve of their silence. He should not have alluded to the subject now, had he not feared that some more serious interference might result from the reiteration of these unjustifiable attacks. As the representatives of the proprietors and trustees for the public, he and his colleagues would cheerfully consent to any arrangements that might be called for by public accommodation, but if it were attempted to introduce anything like a divided system of internal control, the directors believing it to be fraught with mischief not only to the company, but to the public, would resolutely withstand it. He should be glad to know upon what grounds any interference with the management of this undertaking could be justified. He had heard the word "monopoly" applied to them, and this only a few days ago in reference to the statements of certain carriers. With the permission of the meeting he would show how utterly unfounded was any complaint upon this head. There had been a circular issued to the carriers which he would read. The honourable gentleman then read as follows:

"Sir,—I am directed by the board of directors of this company to inform you, that the regulations and restrictions they at present feel necessary to impose on carriers transmitting goods by the railway, are only of a temporary nature, that so soon as their establishments (now in progress) are complete, and they have a competent number of waggons at their disposal, it is their intention to afford the utmost accommodation in their power to every class of carriers without preference, or exclusive privilege, to any one.

I am, your humble servant."

(Signed by the Secretary.)

With such a document before them, it really was most singular that parties should have the assurance to come before the public and complain of the conduct of the company in this particular. He (the chairman) could only attribute it to the forbearance which they had used in reference to other equally false representations that had been made respecting them. Now with regard to this monopoly, of which they heard so much, what were the facts of the case? The English were naturally hostile to monopoly; but it was from its effects that they judged of its existence. Among such effects, were high price and inferior quality. Let the railway be tried by this test, and what would they find? Why, that since it was established, the cost of every species of conveyance had been greatly reduced, while the public accommodation was infinitely increased. Was that any proof of monopoly? Let them look at it in another light. Had this company asked for, or received any extraneous assistance? Had Government helped them? No; for if it had, the proprietors would probably have found their undertaking in a position similar to that occupied by the Caledonian canal. Had the aristocracy assisted them? No; for they had done all they could to keep the company back. Had the landed interests aided them? No; for they had tried to smother the company by the high price which they demanded for their property. The company had been indebted solely to the commercial enterprise and commercial intelligence of the country, and, relying upon that, they might rest satisfied that the undertaking would be carried out to a most triumphant issue. He had to apologise for having thus trespassed upon their time, and would now call upon the secretary to read the report of the directors.

Appendix, No. 3.

London and Birmingham Railway.

Whereas by an Act of Parliament, passed in the third year of the reign of his late Majesty King William the Fourth, intituled, "An Act for making a Railway from London to Birmingham," it is enacted as follows; (that is to say,)

By sect. 154 it is enacted, "That the said Company shall have full power and authority from time to time to make such bye-laws, orders, and rules, as to them shall seem expedient for the good government of the officers and servants of the said Company, and for the regulating the proceedings and reimbursing the expenses of the said directors; and for the management of the said undertaking in all respects whatsoever; and from time to time to alter or repeal such bye-laws, orders, and rules, or any of them, and to make others, and to impose and inflict such reasonable fines and forfeitures upon all persons offending against the same, as to the said Company shall seem meet, not exceeding the sum of 5*l.* for any one offence, such fines and forfeitures to be levied and recovered as any penalty may by this Act be levied and recovered; which said bye-laws, orders, and rules, being reduced into writing under the common seal of the said Company, and printed and published, and painted on boards, shall be hung up and affixed and continued on the front or other conspicuous part of the several toll-houses to be erected on the said Railway, and other buildings or places at which any rates or tolls shall be collected or paid under the authority of this Act, and shall from time to time be renewed as often as the same, or any part thereof, shall be obliterated or destroyed; and such bye-laws, orders, and rules, shall be binding upon and be observed by all parties, and shall be sufficient in all courts of law or equity to justify all persons who shall act under the same; provided that such bye-laws, orders, or rules, be not repugnant to the laws of that part of the United Kingdom of Great Britain and Ireland called England, or to any directions in this Act contained; and all such bye-laws, orders, and rules, shall be subject to appeal in manner hereinafter mentioned."

By sect. 194 it is enacted, "That it shall be lawful for the said Company from time to time to make such orders and regulations as they shall think proper, for regulating the travelling upon and use of the said Railway, and for or relating to travellers and carriages passing upon the said Railway, and for or relating to the mode and means by which, and the speed at which such carriages shall from time to time be moved or propelled, and the times of their departure and arrival, and the loading or unloading thereof respectively, and the weights which they shall respectively carry, and the delivery of goods and other things which shall be conveyed in or upon such carriages, and also for preventing the smoking of tobacco, and the commission of any other nuisance, in or upon any such carriages, or in any of the stations belonging to the said Company, and generally for regulating the passing upon, using, or working the said Railway, and other works by this Act authorized, or in anywise relating thereto respectively; and all such orders and regulations shall be binding upon and be conformed to by the said Company, and by all owners of and persons having the care or conduct of such carriages, and by all persons using or working the said Railway and other works, upon pain of forfeiting and paying a sum not exceeding 5*l.* for every default: provided always, that in every case of infraction or non-observance of any such rules or regulations, which shall be attended with danger to the public, or which shall obstruct or hinder the said Company in their due and lawful use and working of the said Railway, it shall be lawful for the said Company and their agents summarily to interfere to obviate such danger, or to remove or prevent such obstruction or hindrance, either by removing from the said Railway any engine or carriage which shall be used or worked thereon in contravention of any such rules or regulations, or otherwise, as the necessity of the case may require."

Notice is hereby given, That the London and Birmingham Railway Company, established and incorporated by the said Act, have, by virtue of the powers hereinbefore mentioned, some or one of them, made and reduced into writing under their common seal, and have printed and published, as required by the said Act, the following Orders and Regulations for regulating the travelling upon and use of the said Railway, and for and relating to travellers passing upon the said Railway, and for preventing the smoking of tobacco, and the commission of any other nuisance, in or upon any of the carriages, or in any of the stations belonging to the said Company, and generally for regulating the passing upon and using the said Railway:

1. No passenger will be allowed to take his seat in or upon any of the Company's carriages, or to travel therein upon the said Railway, without having first booked his place and paid his fare. Each passenger booking his place will be considered as binding himself and agreeing to abide by and observe these rules and regulations so far as they concern himself;

Appendix, No. 3.

Regulations for travelling on Railway.

himself; he will, on booking his place, be furnished with a ticket, which he is to show, when required by the guard in charge of the train, and to deliver up, prior to his quitting the Company's premises, at the end of his journey. Any passenger refusing to produce on request, or at the end of the journey to deliver up his ticket, will be required to pay the fare from the place whence the train originally started, or in default thereof is hereby made liable to the penalty of 40*s.*

2. Passengers at the road stations will only be booked conditionally; that is to say, in case there shall be room in the train for which they are booked; in case there shall not be room, passengers booked for the longest distance will be allowed the preference. Passengers booked for the same distance will have priority according to the order in which they are booked.

3. Any passenger who shall have paid his fare for a second-class carriage, and shall ride in or upon a first-class carriage, shall forfeit the sum of 40*s.*

4. Dogs will be charged for according to distance, but they will on no account be permitted to accompany passengers in the carriages.

5. Smoking is strictly prohibited both in and upon the carriages, and in the Company's stations. Any passenger persisting in smoking, after being warned not to do so, is hereby subjected to a fine of 40*s.*; and in case of his persisting after a second warning, he will immediately, or (if travelling) at the first stopping-place, be removed from the Company's premises, and forfeit his fare.

6. Any passenger, in a state of intoxication, committing any nuisance, or wilfully interfering with the comfort of other passengers, obstructing any of the Company's officers in the discharge of their duty, or not attending to the directions of the guard, in cases where the personal safety of himself or any of the passengers is concerned, will be immediately removed from the Company's premises, or, in case he shall at the time be travelling, then at the next station, or as soon after the offence as conveniently may be, and shall forfeit his fare.

7. Any passenger wilfully cutting the lining, removing or defacing the number-plates, breaking the windows, or otherwise damaging any of the Company's carriages, shall be fined 5*l.*

8. The charge made for passengers does not extend to luggage. The Company will not in any case be answerable for luggage, unless the passenger to whom the same belongs shall have booked and paid for it; on booking, a ticket will be given to the owner, and a corresponding ticket affixed to the luggage, and the luggage will only be delivered to the party producing such ticket. A charge of 6*d.* will be made for each passenger's luggage, not exceeding 112 lbs. in weight, for the whole distance, and an additional charge of 1*d.* per lb. above that weight. The attention of passengers is requested to the legal notices exhibited in the booking-offices, limiting the Company's responsibility for luggage or goods booked by any of their carriages.

9. The Company's porters will render every facility to passengers in loading and unloading luggage at the different stations. No fee or gratuity is permitted to be taken by any of the Company's servants, under any circumstances whatever, under pain of instant dismissal.

(By Order.)

Richard Creed, } Secretaries to the Board of
C. R. Moorsom, } Directors.

London, 7 February 1838.

N. B.—By the Act of Parliament above mentioned, after providing for the recovery of penalties, and directing that one half thereof shall go the informer and the other half to the Company, it is by the 211th section enacted, "That it shall be lawful for any officer or agent of the said Company, and all such persons as he shall call to his assistance, to seize and detain any person whose name and residence shall be unknown to such officer or agent, who shall commit any offence against this Act, and to convey him before some Justice for the county, liberty, or place, within which such offence shall be committed, without any other warrant or authority than this Act; and such Justice is hereby empowered and required to proceed immediately to the hearing and determining of the complaint."

Appendix, No. 4.

Appendix, No. 4.

Sums raised on Mortgage.

RAISED by DEBENTURE on MORTGAGE of the TOLLS.

	£.	s.	d.		£.	s.	d.		£.	s.	d.
18 Jan. 1836	6,000	–	–	27 June 1836	15,000	–	–	27 Feb. 1837	300	–	–
25 – —	32,000	–	–	30 – —	5,000	–	–	13 Mar. —	1,000	–	–
1 Feb. —	29,000	–	–	11 July —	9,800	–	–	20 – —	14,000	–	–
8 – —	19,000	–	–	18 – —	16,500	–	–	10 April —	700	–	–
15 – —	6,000	–	–	25 – —	2,000	–	–	17 – —	34,700	–	–
22 – —	3,000	–	–	15 Aug. —	1,000	–	–	1 May —	4,570	14	2
29 – —	14,000	–	–	29 – —	10,500	–	–	8 – —	5,880	9	–
7 Mar. —	21,000	–	–	5 Sept. —	56,468	10	–	15 – —	21,070	11	5
14 – —	1,800	–	–	3 Oct. —	10,000	–	–	22 – —	7,000	–	–
21 – —	28,963	15	–	17 – —	31	10	–	29 – —	5,878	5	5
28 – —	1,997	10	–	5 Dec. —	17,000	–	–	5 June —	16,538	15	–
4 April —	91,000	–	–	12 – —	4,500	–	–	12 – —	25,000	–	–
11 – —	12,000	–	–	19 – —	4,000	–	–	19 – —	1,500	–	–
18 – —	59,500	–	–	26 – —	2,500	–	–	30 – —	3,000	–	–
25 – —	37,000	–	–	31 – —	21,300	–	–	3 July —	4,000	–	–
2 May —	24,000	–	–					17 – —	5,300	–	–
9 – —	5,500	–	–	9 Jan. 1837	30,071	1	2	24 – —	10,500	–	–
16 – —	1,000	–	–	16 – —	46,028	18	10	28 Aug. —	2,000	–	–
23 – —	5,000	–	–	23 – —	97,534	14	1	4 Sept. —	5,000	–	–
30 – —	1,000	–	–	30 – —	6,300	–	–	18 – —	1,200	–	–
6 June —	12,000	–	–	6 Feb. —	19,700	–	–				
13 – —	3,000	–	–	13 – —	11,865	5	11				
20 – —	10,000	–	–	20 – —	10,000	–	–	£.	1,000,000	–	–

20 March 1839.

R. Creed, Secretary.

Appendix, No. 5.

Appendix, No. 5.

Sums raised on Security of Tolls and Calls.

RAISED by DEBENTURE BONDS on Security of the Tolls and Calls to the extent of £.375,000, and the remainder on the Security of the Calls only.

	£.	s.	d.	£.	s.	d.
12 June 1837 - - -	8,000	–	–			
19 – — - - -	10,000	–	–			
26 – — - - -	17,000	–	–			
30 – — - - -	19,200	–	–			
3 July — - - -	6,000	–	–			
17 – — - - -	34,300	–	–			
24 – — - - -	20,800	–	–			
31 – — - - -	78,600	–	–			
7 Aug. — - - -	18,500	–	–			
14 – — - - -	66,500	–	–			
21 – — - - -	49,300	–	–			
28 – — - - -	29,900	–	–			
4 Sept. — - - -	16,900	–	–			
				375,000	–	–
4 Sept. 1837 - - -	22,100	–	–			
11 – — - - -	21,000	–	–			
18 – — - - -	11,200	–	–			
25 – — - - -	63,900	–	–			

(*continued*)

Appendix, No. 5.

Sums raised on Security of Tolls and Calls.

	£.	s.	d.	£.	s.	d.
2 Oct. 1837	36,400	–	–			
9 – —	26,800	–	–			
16 – —	31,400	–	–			
23 – —	15,600	–	–			
30 – —	29,700	–	–			
6 Nov. —	54,950	–	–			
13 – —	37,900	–	–			
20 – —	3,100	–	–			
27 – —	8,300	–	–			
4 Dec. —	12,700	–	–			
11 – —	2,000	–	–			
18 – —	14,500	–	–			
23 – —	1,500	–	–			
30 – —	6,700	–	–			
8 Jan. 1838	34,700	–	–			
15 – —	18,700	–	–			
22 – —	13,000	–	–			
29 – —	59,100	–	–			
5 Feb. —	41,600	–	–			
12 – —	21,700	–	–			
19 – —	28,000	–	–			
26 – —	4,000	–	–			
5 Mar. —	13,000	–	–			
12 – —	18,500	–	–			
19 – —	30,800	–	–			
26 – —	24,500	–	–			
2 April —	14,650	–	–			
9 – —	11,500	–	–			
16 – —	2,000	–	–			
23 – —	2,000	–	–			
30 – —	500	–	–			
14 May —	1,000	–	–			
28 – —	5,000	–	–			
10 Sept. —	6,000	–	–			
				750,000	–	–
			£.	1,125,000	–	–

20 March 1839.

R. Creed, Secretary.

Appendix, No. 6.

Appendix, No. 6.

Form of Debenture.

FORM OF DEBENTURE.

LONDON AND BIRMINGHAM RAILWAY COMPANY.

Debenture, No. 18 . £. .

By virtue of an Act of Parliament passed in the third year of the reign of His Majesty King William the Fourth, intituled, "An Act for making a Railway from London to Birmingham," we, the London and Birmingham Railway Company, incorporated by and under the said Act, In consideration of the sum of pounds to us in hand paid by Do assign unto the said his executors, administrators, and assigns, the said undertaking, and all future calls on the proprietors of the said undertaking, and all and singular the rates, tolls, and sums of money arising by virtue of the said Acts, and all the estate, right, title, and interest of the said Company in and to the same, To hold unto the said his executors, administrators, and assigns, until the said sum of pounds, together with such interest for the same, and payable in such mode, as hereinafter mentioned, shall be fully paid and satisfied. And it is hereby stipulated, that the said principal sum of pounds shall be repayable and paid on the 15th day of which will be in the year 18 and that, in th emeantime, the said Company shall, in respect of interest on the said principal sum, pay to the bearer of the coupons or interest warrants hereto annexed respectively, the several sums mentioned in such warrants respectively, at the several times mentioned in such warrants respectively.

Given under our common seal, this day of 18 .

Sealed by order of a Board of Directors.

_____ Secretary.

All transfers must be registered at the office of the Company.

Appendix, No. 7.

Appendix, No. 7.

Form of Debenture Bond.

FORM OF DEBENTURE BOND.

LONDON AND BIRMINGHAM RAILWAY COMPANY.

Debenture Bond, No. . 18 . £. .

By virtue of an Act passed in the first year of the reign of Her Majesty, Queen Victoria the First, intituled, "An Act to amend the Acts relating to the London and Birmingham Railway," we, the said London and Birmingham Railway Company, In consideration of the sum of pounds to us in hand paid by do bind ourselves, and our successors, unto the said executors, administrators, and assigns, in the penal sum of

The condition of the above obligation is such, that if the said Company shall pay to the said executors, administrators, or assigns, the said principal sum of pounds on the day of which will be in the year 18 , and if, in the meantime, the said Company shall, in respect of interest on the said principal sum, pay to the bearer of the coupons or interest warrants hereto annexed respectively, the several sums mentioned in such warrants respectively, at the several times mentioned in such warrants respectively, then the above-written obligation is to become void, otherwise to remain in full force and virtue.

Given under our common seal, this day of 18 .

———————— Secretary.

All transfers must be registered at the office of the Company.

Appendix, No. 8.

Appendix, No. 8.

Resolutions of General Meeting, &c.

LONDON AND BIRMINGHAM RAILWAY.

At a Special General Meeting of the London and Birmingham Railway Company, held in pursuance of the Provisions of the Acts of Incorporation, at the City of London Tavern, on the 30th June 1837, *George Carr Glyn*, Esq., in the Chair,

It was Resolved, 1st. That an additional capital of 625,000 *l.* be created in shares of 25 *l.* each, and that such further sums as may be required be raised by loan, under the powers of the Amendment Act of the present Session.

2d. That, in the opinion of this Meeting, it is desirable that the Railway should be partially closed on Sunday, with a view to prevent travelling during the hours of Divine Service; that the precise hours during which it is to be closed should be in the discretion of the directors, but that the time should not be less than four hours on each Sunday.

3d. That the cordial thanks of this Meeting be given to the chairman, for his able and impartial conduct in the chair.

Extract from the Minutes of the Board of Directors of the 1st July 1837.

With reference to the resolution of the Court of Proprietors for raising 625,000 *l.*, by creation of 25 *l.* shares:

Resolved, That, pursuant to the provisions of the Amendment Act of 1837, a 25 *l.* share be offered to the proprietor of each 100 *l.* share.

That such proprietors as accept the 25 *l.* shares be required to pay, on or before the 15th August, a deposit of 5 *l.* per share.

With reference to the resolution of the Court of Proprietors, restricting the travelling on Sunday, on the partial opening of the railway:

Resolved, That the hours for closing the Railway on Sunday, during which no travelling shall take place on any part now to be opened, be from 11 to 1 o'clock, and from 3 to 5 o'clock, and that the starting of trains be regulated accordingly.

Appendix, No. 8.

Resolutions of General Meeting, &c.

CIRCULAR.

Office, Cornhill, July 1837.

REFERRING you to the foregoing copies of Resolutions passed at the Special Meeting of the Court of Proprietors on the 30th June, and of the Board of Directors of 1st July, we are instructed to inform you, that you are entitled, under the provisions of the Act of the 1st of Her present Majesty, to the offer of shares of 25 *l.* each, as proprietor of the same number of shares on the 1st of July.

We annex the form of a letter, by which you will please to signify your acceptance of the new shares; and should you not give notice to that effect in one calendar month from this date, the Company are authorized, under the powers of the Act, to sell them forthwith.

The Board of Directors having resolved that a deposit of 5 *l.* should be paid on each of the new shares, on or before the 15th of August next, you are required, in case you accept the shares now offered to you, to pay the sum of £. to any one of the following bankers:

London: Messrs. Glyn & Co., at the Office of the Railway Company, 83, Cornhill.
Birmingham: Messrs. J. L. Moilliet & Son, or the Birmingham Banking Company.
Liverpool: The Bank of Liverpool.
Manchester: Messrs. B. Heywood & Co., or the Bank of Manchester.

And on production of their receipt for the money, at the Company's offices in London, Birmingham, Liverpool or Manchester, certificates of the new shares, under the Company's seal, will be delivered to your order, on any day after the 15th August, provided you shall have notified your acceptance at least one week previously.

Interest, after the rate of five per cent. per annum, payable half-yearly, on the 15th January and 15th July, will be allowed on all sums paid by proprietors in advance on the new shares, as in the case of the old shares.

(By Order.)

R. Creed,
C. R. Moorsom, } Secretaries of the Board.

EXTRACT from the Act of the First of Her present Majesty, Section 7.

"AND be it further enacted, that it shall be lawful for the said Company, and they are hereby empowered, by an order or orders from time to time of any general or special general meeting of the said Company, to raise by contribution among themselves from time to time, or by the admission of other persons as subscribers to the undertaking, not only the whole of the 1,000,000 *l.* by this Act authorized to be raised on bond, or so much thereof as they shall not deem it expedient to borrow on bond, or having borrowed, to continue owing by them on bond, but also the whole of the 1,000,000 *l.* by the said recited Act of the sixth year of his present Majesty, authorized to be raised on mortgage, or so much thereof as the said Company shall not deem it expedient to borrow on mortgage, or having borrowed, to continue owing by them on mortgage, or any part of such monies respectively, not exceeding in the whole such a sum as, with the monies which the said Company shall deem it expedient to continue, and shall, for the time being, continue owing by them on mortgage and bond, will amount in the whole to 2,000,000 *l.*; and the amount of the money, so to be raised from time to time, shall be divided into such and so many distinct and integral shares of such amount as will conveniently allow a proper proportion thereof to be appropriated to the then proprietors of shares in the said undertaking respectively, according and in proportion to their respective interests in the joint stock of the said Company; and such new shares shall be offered to the then proprietors of shares in the said undertaking, in the proportion of one for every original share of 100 *l.*, held by them respectively therein, and the same shall vest in and belong to such of the then proprietors of shares as shall accept the same, and shall pay the value or amount thereof to the said Company, at such times and in such instalments, and in such manner as the same shall be called for by the directors for the time being of the said Company; and in case any of the said proprietors shall refuse or neglect, for one calendar month next after offer of the same by letter, under the hand of the secretary or clerk of the said Company, given to or sent by the post to him, or left at his usual or last place of abode, to accept the shares so to be appropriated to him, then and in every such case it shall be lawful for the said Company, and they are hereby empowered, to sell and dispose of such shares as shall not be accepted as aforesaid, unto such corporations or persons as may be willing to become purchasers thereof, for such sums of money as the said Company may be able to obtain for the same."

Note.—Proprietors, on application at the Company's office, 83, Cornhill, may receive tickets, free of charge, for seats in the carriages, which will run on the Railway between the Euston station and Boxmoor, on Friday, Saturday, and Monday, 14th, 15th, and 17th July.

Appendix, No. 8.

Resolutions of General Meeting, &c.

LONDON AND BIRMINGHAM RAILWAY.

Sirs, 1837.

WITH reference to your circular of the 1st July, I, the undersigned, do hereby accept the offer, to which I am entitled, of shares of 25 *l.* each, under the provisions of the Act of the first of Her present Majesty, in respect of shares of this Company, of which I was proprietor on that day.

(signed)

To

The Secretaries of the Board,
Office, 83, Cornhill, London.

Note.—This letter may be sent by post to any one of the Company's offices in London, Birmingham, Liverpool or Manchester.

London	83, Cornhill.
Birmingham	Waterloo-street.
Liverpool	India-buildings.
Manchester	Messrs. Garnett & Co.

Appendix, No. 9.

Appendix, No 9.

Passengers conveyed on Railway.

A RETURN showing the Number of Passengers conveyed on the Railway between the 1st June 1838 and 7th March 1839.

	PASSENGERS.
Twenty-eight days, ending 28 June 1838	51,723 ½
— 26 July —	54,133
— 23 Aug. —	56,012 ½
— 20 Sept. —	52,698
— 18 Oct. —	50,238 ½
— 15 Nov. —	39,600 ½
— 13 Dec. —	29,145
— 10 Jan. 1839	35,608
— 7 Feb. —	31,985
— 7 March —	33,081 ½
	434,225 ½

15 April 1839. *J. B. R.*

Appendix, No. 10.

Appendix, No. 10.

Sums received for conveyance of Passengers.

A RETURN showing the Sums received for the Conveyance of Passengers, from the 3d June 1838 to the 9th March 1839.

	£.	s.	d.
Twenty-eight days, ending 30 June 1838	23,285	18	10
— 28 July —	24,385	17	6
— 25 Aug. —	25,404	18	–
— 22 Sept. —	26,285	11	8
— 20 Oct. —	35,428	7	–
— 17 Nov. —	28,808	8	3
— 15 Dec. —	22,279	12	7
— 12 Jan. 1839	26,096	17	9
— 9 Feb. —	24,818	12	8
— 9 March —	25,762	18	9
£.	262,557	3	–

15 April 1839. *J. B. R.*

Appendix, No. 11.

Appendix, No. 11.

Receipts for Excess Luggage.

RETURN of Receipts for Excess Luggage, from the Week ending 23 June 1838, to the Week ending 13 April 1839.

Week ending.	Weekly Receipts.	Monthly Receipts.	Week ending.	Weekly Receipts.	Monthly Receipts.
	£. s. d.	£. s. d.		£. s. d.	£. s. d.
23 June 1838	13 8 7		8 Dec. 1838	43 2 –	
30 – –	9 10 –		15 – –	37 19 –	
7 July –	8 4 –		22 – –	32 1 –	
14 – –	11 6 –		29 – –	53 9 10	
		42 8 7			166 11 10
21 – –	7 19 6		5 Jan. 1839	27 14 6	
28 – –	16 3 6		12 – –	26 17 8	
4 Aug. –	8 12 2		19 – –	37 – 11	
11 – –	16 4 4		26 – –	37 4 8	
		48 19 6			128 17 9
18 – –	15 9 –				
25 – –	15 6 9		2 Feb. –	26 6 8	
1 Sept. –	24 7 4		9 – –	56 5 5	
8 – –	18 7 4		16 – –	44 9 10	
		73 10 5	23 – –	35 18 8	
15 – –	11 19 11				163 – 7
22 – –	32 9 11		2 Mar. –	30 12 –	
29 – –	18 18 2		9 – –	32 7 6	
6 Oct. –	30 16 4		16 – –	50 15 4	
		94 4 4	23 – –	69 – 4	
13 – –	31 8 2				182 15 2
20 – –	29 15 6				
27 – –	42 15 –		30 – –	47 10 6	
3 Nov. –	41 15 6		6 Apr. –	62 18 6	
		145 14 2	13 – –	46 19 4	
10 – –	37 2 –				157 8 4
17 – –	36 11 6				
24 – –	34 14 –			£.	1,337 10 2
1 Dec. –	25 12 –				
		133 19 6			

15 April. *J. B. R.*

Appendix, No. 12.

Appendix, No. 12.

Sums received for Carriage of Parcels.

A RETURN showing the Sums received for the Carriage of Parcels, from 3 June 1838 to 9 March 1839.

	£. s. d.
Twenty-eight days, ending 30 June 1838	2,251 9 7
— 28 July —	3,495 17 9
— 25 Aug. —	2,950 14 4
— 22 Sept. —	2,578 11 5
— 20 Oct. —	4,776 3 1
— 17 Nov. —	5,530 19 1
— 15 Dec. —	4,761 12 7
— 12 Jan. 1839	4,912 13 5
— 9 Feb. —	4,682 15 5
— 9 Mar. —	4,428 6 7
£.	40,369 3 3

15 April 1839. *J. B. R.*

Appendix, No. 13.

Appendix, No. 13.

Waggons, and Weight of Goods conveyed by Railway.

A Return showing the Number of Waggons, and Weight of Goods, conveyed from 17 September 1838 to 2 March 1839.

	Waggons	Tons.	cwt.	qrs.
Twenty-eight days, ending 13 Oct. 1838	533	2,021	10	3
— 10 Nov. —	615	2,283	5	0
— 8 Dec. —	493	1,752	2	0
— 5 Jan. 1839	389	1,355	10	0
— 2 Feb. —	495	1,515	13	0
— 2 Mar. —	519	1,489	5	3
Waggons	3,044	10,417	6	2

15 April 1839.

Appendix, No. 14.

A Return showing the Number of Waggons, and Weight of Goods, conveyed from 17 September 1838 to 2 March 1839.

DATE.	No. of Waggons.	Up Weight.			No. of Waggons.	Down Weight.			Total No. of Waggons.	Total Weight.		
28 days, ending		Tons.	cwt.	qrs.		Tons.	cwt.	qrs.		Tons.	cwt.	qrs.
13 Oct. 1838	266	950	1	1	267	1,071	9	2	533	2,021	10	3
10 Nov. —	307	1,128	14	0	308	1,154	11	0	615	2,283	5	0
8 Dec. —	234	833	3	3	259	918	18	1	493	1,752	2	0
5 Jan. 1839	206	719	7	2	183	636	2	2	389	1,355	10	0
2 Feb. —	263	834	2	2	232	681	10	2	495	1,515	13	0
2 Mar. —	295	916	6	3	224	572	19	0	519	1,489	5	3
Total	1,571	5,381	15	3	1,473	5,035	10	3	3,044	10,417	6	2

Appendix, No. 15.

Appendix, No. 15.

Carriage of Van Goods.

A Return showing the Sums received for the Carriage of Van Goods, from 1 November 1838 to 23 March 1839.

	£.	s.	
November 1838	337	11	11
December —	571	—	8
January 1839	470	4	—
February —	454	5	2
March —	392	17	8
£.	2,225	19	5

15 April.

Appendix, No. 16.

Appendix, No. 16.

Fares from London to Boxmoor, 1837.

London to Boxmoor.

Passengers' Fares.—20 July 1837.

	First Class.	Second Class.	Third Class.
London to Harrow	2 s. 6 d.	2 s.	1 s.
— Watford	3 s. 6 d.	2 s. 6 d.	2 s.
— Boxmoor	5 s.	4 s.	2 s. 6 d.

Carriages and Horses:

	Carriages.		Horses:		
	Four-wheels.	Two-wheels.	One.	Two.	Three.
London to Harrow	15 s.	11 s.	10 s.	16 s.	20 s.
— Watford	15 s.	11 s.	10 s.	16 s.	20 s.
— Boxmoor	15 s.	11 s.	10 s.	16 s.	20 s.

15 Nov. 1837.

N. B.—Third-class carriages abandoned.

Appendix, No. 17.

Fares from London to Tring, 1837.

Appendix, No. 17.

LONDON TO TRING.

Passengers' Fares.—16 October 1837.

	1st Class.	2d Class.
	s. *d.*	*s.* *d.*
London to Harrow - - -	3 –	2 –
— Watford - -	4 6	2 6
— Boxmoor - - -	6 –	3 6
— Berkhampstead - -	6 6	4 –
— Tring - - -	7 6	4 6

Horses and Carriages.

	Carriages.		Horses.		
	4 Wheels.	2 Wheels.	One.	Two.	Three.
	s.	*s.*	*s.*	*s.*	*s.*
London to Tring - - - - - -	20	15	13	21	27

Appendix, No. 18.

Fares from London to Birmingham.

Appendix, No. 18.

FARES on the further opening for Carriages and Horses.—9 April 1838.

	Carriages.		Horses.		
	4 Wheels.	2 Wheels.	One.	Two.	Three.
	s.	*s.*	*s.*	*s.*	*s.*
London to Boxmoor and intermediate -	15	11	10	16	20
— Denbigh Hall and intermediate	30	22	20	32	40
Birmingham to Rugby and intermediate -	20	15	13	21	27
London to Birmingham through - -	50	37	33	53	67

Parcels.

Under 50 miles, and above 28 lbs., ½ *d.* per lb., and under, 1 *s.* 2 *d.*
Above 50 miles, and above 20 lbs., 1 *d.* per lb., and under, 1 *s.* 8 *d.*

Appendix, No. 19.

Sums received on Loan.

Appendix, No. 19.

STATEMENT of Sums received on Loan for which Debentures have been issued, according to the form prescribed by 3 Will. 4, c. 36, clause 238, 5 & 6 Will. 4, c. 56, clause 115, and by 1 Victoria, c. 64, clause 2, amounting to £. 1,375,000.

	£.	*s.*	*d.*		£.	*s.*	*d.*		£.	*s.*	*d.*
18 Jan. 1836	6,000	–	–	7 Mar. 1836	21,000	–	–	25 Apr. 1836	37,000	–	–
25 – —	32,000	–	–	14 – —	1,800	–	–	2 May —	24,000	–	–
1 Feb. —	29,000	–	–	21 – —	28,963	15	–	9 – —	5,500	–	–
8 – —	19,000	–	–	28 – —	1,997	10	–	16 —	1,000	–	–
15 – —	6,000	–	–	4 Apr. —	91,000	–	–	23 – —	5,000	–	–
22 – —	3,000	–	–	11 – —	12,000	–	–	30 – —	1,000	–	–
29 – —	14,000	–	–	18 – —	59,500	–	–	6 June —	12,000	–	–

Appendix, No. 19.

Sums received on Loan.

	£.	s.	d.		£.	s.	d.		£.	s.	d.
13 June 1836	3,000	–	–	23 Jan. 1837	97,534	14	1	17 July 1837	5,300	–	–
20 – —	10,000	–	–	30 – —	6,300	–	–	24 – —	10,500	–	–
27 – —	15,000	–	–	6 Feb. —	19,700	–	–	28 Aug. —	2,000	–	–
30 – —	5,000	–	–	13 – —	11,365	5	11	4 Sept. —	1,700	–	–
11 July —	9,800	–	–	20 – —	10,000	–	–	11 – —	5,000	–	–
18 – —	16,500	–	–	27 – —	300	–	–	11 June —	8,000	–	–
25 – —	2,000	–	–	13 Mar. —	1,000	–	–	19 – —	10,000	–	–
15 Aug. —	1,000	–	–	20 – —	14,000	–	–	26 – —	17,000	–	–
29 – —	10,500	–	–	10 Apr. —	700	–	–	30 – —	19,200	–	–
5 Sept. —	56,468	10	–	17 – —	34,700	–	–	3 July —	6,000	–	–
3 Oct. —	10,000	–	–	1 May —	4,570	14	2	17 – —	34,300	–	–
17 – —	31	10	–	8 – —	5,880	9	–	24 – —	20,800	–	–
7 Nov. —	10,000	–	–	15 – —	21,070	11	5	31 – —	78,600	–	–
5 Dec. —	17,000	–	–	22 – —	7,000	–	–	7 Aug. —	18,500	–	–
12 – —	4,500	–	–	29 – —	5,878	5	5	14 – —	66,500	–	–
19 – —	4,000	–	–	5 June —	16,538	15	–	21 – —	49,300	–	–
26 – —	2,500	–	–	12 – —	25,000	–	–	28 – —	29,900	–	–
31 – —	21,300	–	–	19 – —	1,500	–	–	4 Sept. —	16,900	–	–
9 Jan. 1837	30,071	1	2	30 – —	3,000	–	–				
16 – —	46,028	18	10	3 July —	4,000	–	–	£.	1,375,000	–	–

Appendix, No. 20.

Appendix, No. 20.

Sums borrowed in anticipation of Calls.

STATEMENT of Sums Borrowed in anticipation of Calls, £. 750,000.

	£.	s.	d.		£.	s.	d.		£.	s.	d.
4 Sept. 1837	22,100	–	–	11 Dec. 1837	2,000	–	–	12 Mar. 1838	18,500	–	–
11 – —	21,000	–	–	18 – —	14,500	–	–	19 – —	30,800	–	–
18 – —	11,200	–	–	23 – —	1,500	–	–	26 – —	24,500	–	–
25 – —	63,900	–	–	30 – —	6,700	–	–	2 Apr. —	14,650	–	–
2 Oct. —	36,400	–	–					9 – —	11,500	–	–
9 – —	26,800	–	–	8 Jan. 1838	34,700	–	–	16 – —	2,000	–	–
16 – —	31,400	–	–	15 – —	18,700	–	–	23 – —	2,000	–	–
23 – —	15,600	–	–	22 – —	13,000	–	–	30 – —	500	–	–
30 – —	29,700	–	–	29 – —	59,100	–	–	14 May —	1,000	–	–
6 Nov. —	54,950	–	–	5 Feb. —	41,600	–	–	30 June —	5,000	–	–
13 – —	37,900	–	–	12 – —	21,700	–	–	10 Sept. —	6,000	–	–
20 – —	3,100	–	–	19 – —	28,000	–	–				
27 – —	8,300	–	–	26 – —	4,000	–	–				
4 Dec. —	12,700	–	–	5 Mar. —	13,000	–	–	£.	750,000	–	–

Appendix, No. 21.

Appendix, No. 21

Interest upon Calls.

STATEMENT of Interest upon Calls, at Five per Cent. per Annum, to April 1839.

	£.	s.	d.
1st call - 5 *l.* per share, due April 1830	2	5	–
2d call - 5 *l.* - — - October 1833	1	7	6
3d call - 5 *l.* - — - April 1834	1	5	–
4th call, 10 *l.* - — - October 1834	2	5	–
5th call, 10 *l.* - — - April 1835	2	–	–
6th call, 10 *l.* - — - October 1835	1	15	–
7th call - 5 *l.* - — - January 1836	–	16	3
8th call, 10 *l.* - — - April 1836	1	10	–
9th call, 10 *l.* - — - October 1836	1	5	–
10th call - 5 *l.* - — - January 1837	–	11	3
11th call, 10 *l.* - — - April 1837	1	–	–
12th call - 5 *l.* - — - July 1837	–	5	9
£.	16	5	9

£. 16. 5 *s.* 9 *d.* per share, or 407,187 *l.* 10 *s.* on 25,000 shares.

Appendix, No. 22.

Capital of the Company.

Appendix, No. 22.

CAPITAL ACCOUNT.

Dr

31 December 1838:	£.	s.	d.	£.	s.	d.
To Stock, viz.:						
Land and compensation	637,869	6	7			
Works of road and stations	3,830,212	17	8			
Locomotive Department, viz.: Engines and tenders, tools, and implements	67,093	16	6			
Stores, &c.: Carrying Department, viz.: Coaches, trucks, horse boxes, waggons, cranes, &c.	127,249	12	4			
				4,663,935	13	1
To Charges, viz.:						
Obtaining Act of Incorporation	72,868	18	10			
Law charges for general business	10,339	9	3			
Conveyancing and land agency	11,027	5	10			
Engineering	85,802	15	5			
Advertising and printing, Direction, Office charges, salaries of secretaries, &c., and sundries, including travelling charges, &c.	43,727	13	1			
				223,766	2	5
To debenture charges, including *ad valorem* duty	10,077	18	–			
To interest on loans previously to general opening on the 17th September 1838	121,037	2	9			
				131,115	–	9
			£.	5,018,816	16	3

Cr

31 December 1838:	£.	s.	d.	£.	s.	d.
By Calls on 100 *l.* shares	2,249,225	–	–			
Ditto on 25 *l.* ditto	124,525	–	–			
				2,373,750	–	–
By Loans on debentures	2,125,000	–	–			
Ditto in notes	365,500	–	–			
Ditto on account	75,967	12	–			
				2,566,467	12	–
By Sundries, viz.:						
Produce of sale of forfeited shares	4,444	15	10			
Fines, land, and materials resold, rents, &c.	5,273	3	7			
Interest on calls in arrear, Exchequer bills and bankers' balances	28,184	13	5			
				37,902	12	10
By balance in account with cash				40,696	11	5
			£.	5,018,816	16	3

R. Creed.

Appendix, No. 23.

REVENUE ACCOUNT, from 20th July 1837 to 31st Dec. 1838.

Dr.

December 31st, 1838:	£.	s.	d.	£.	s.	d.
To maintenance of way				7,175	14	4
To Locomotive Power, viz.:						
Coal, coke, and incidental charges	14,883	6	4			
Repairs, salaries, and wages, oil, tallow, and waste	16,598	10	6			
Reserve for depreciation of locomotive stock	8,507	–	–			
				39,988	16	10
To Coaching, viz.:						
Salaries, wages of police, porters, repairs, gas, oil, tallow, stationery, and sundries	37,555	11	1			
Mileage duty	12,126	11	2			
Reserve for depreciation of carriage stock	8,305	–	–			
				57,987	2	3
To General Charges, viz.:						
Engineering, law charges for general business, advertising and printing, direction, office charges, salaries of secretaries, &c., and sundries, including travelling charges				15,390	10	9
To interest on loans from 17th Sept.				33,854	15	5
To net profit				116,458	18	4
			£.	270,855	17	11

Cr.

December 31st, 1838:	£.	s.	d.	£.	s.	d.
By passengers, parcels, mails, and cattle	295,976	8	5			
Less cost of intermediate coaching (previously to 17th September) from Denbigh Hall to Rugby	33,313	4	7			
				262,663	3	10
By goods				7,230	14	9
By interest on cash balances, from 17th Sept.				961	19	4
			£.	270,855	17	11

Reserve for Depreciation of Stock.	Locomotive.	Coaching.	
	£.	£.	
To 30 June 1838	3,500	2,000	
To 31 Dec. 1838	5,007	6,305	
£.	8,507	8,305	16,812 – –

R. Creed.

Appendix, No. 25.
Soldiers' Fares.

Appendix, No. 24.—TABLE of PASSENGERS' FARES—*Vide separate Sheet.*

Appendix, No. 25.

SOLDIERS' FARES.

DOWN STATIONS.	LONDON. Distance.	Fare of Soldiers.	Rate of Baggage.	UP STATIONS.	BIRMINGHAM. Distance.	Fare of Soldiers.	Rate of Baggage.
	Miles.	*s. d.*	*s. d.*		*Miles.*	*s. d.*	*s. d.*
Harrow - -	11 ½	1 6	2 11	Hampton - -	12	1 6	3 –
Watford - -	17 ¾	1 6	4 5	Coventry - -	18 ¼	1 6	4 7
Boxmoor - -	24 ½	2 1	6 2	Brandon - -	23 ¼	1 11	5 10
Berkhampstead -	28	2 4	7 –	Rugby - -	29 ½	2 5	7 4
Tring - -	31 ¾	2 8	7 11	Crick - -	37	3 1	9 3
Leighton - -	41	3 5	10 3	Weedon - -	42 ¾	3 7	10 8
Wolverton -	52 ½	4 5	13 2	Blisworth - -	49	4 1	12 3
Roade - -	60	5 –	15 –	Roade - -	52 ½	4 5	13 2
Blisworth - -	63 ½	5 4	15 11	Wolverton -	59 ¾	5 –	14 11
Weedon - -	69 ¾	5 10	17 5	Leighton - -	71 ½	6 –	17 11
Crick - -	75 ¼	6 3	18 10	Tring - -	80 ½	6 9	20 2
Rugby - -	83 ¼	6 11	20 10	Berkhampstead -	84 ½	7 1	21 2
Brandon - -	89 ¼	7 5	22 4	Boxmoor - -	87 ¾	7 4	21 11
Coventry - -	94	7 10	23 6	Watford - -	94 ¾	7 11	23 8
Hampton - -	100 ½	8 5	25 2	Harrow - -	101	8 5	25 3
Birmingham -	112 ¼	9 4	28 1	London - -	112	9 4	28 1

Appendix, No. 26.
Rates for Carriages and Horses.

Appendix, No. 26.

RATES charged for CARRIAGES and HORSES.

	CARRIAGES. With Four Wheels; and also with Two Wheels when only One is placed on a Truck.	CARRIAGES. With Two Wheels when Two Carriages are placed on a Truck.	HORSES.
		each.	*each.*
For any distance not exceeding 30 miles -	20*s.*	15*s.*	20*s.*
—— 55 miles -	35*s.*	25*s.*	30*s.*
—— 85 miles -	55*s.*	40*s.*	42*s.*
For the whole distance - - - -	75*s.*	55*s.*	50*s.*

20 *s.* and 15 *s.* are the lowest rates for any distance.

N. B.—Gentlemen's carriages and horses must be at the stations at least a quarter of an hour before the time of departure.

Trucks are kept at the principal stations on the line; but, to prevent disappointment, it is recommended that previous notice should be given at the station where they may be required.

Passengers, whether in or on gentlemen's carriages, as well as grooms in charge of horses, pay second-class fares.

No horses can be taken by a first-class train, except when they are with a carriage or belong to a passenger accompanying such train.

HORSES.

The London and Birmingham Railway Company give notice that they will not, under any circumstance, be answerable for injury to horses conveyed upon their Railway; and they will not receive any horse for conveyance unless accompanied by a declaration, signed by the owner or his authorized agent, that the Company are not to be liable for injury to such horse while in their custody, although every proper precaution will be taken to secure their safe conveyance.

LONDON AND BIRMIN

TABLE OF PASSE

STATIONS.	LONDON.				HARROW.				WATFORD.				BOXMOOR.				BERKHAMPSTEAD.				TRING.				LEIGHTON.				WOLVERTON.			
	4 Inside Carriage by Day, or 1st Class 6 Inside by Night.	1st Class Carriage, 6 Inside by Day.	2d Class Carriage, Closed by Night.	2d Class Carriage, Open by Day.	4 Inside Carriage by Day, or 1st Class 6 Inside by Night.	1st Class Carriage, 6 Inside by Day.	2d Class Carriage, Closed by Night.	2d Class Carriage, Open by Day.	4 Inside Carriage by Day, or 1st Class 6 Inside by Night.	1st Class Carriage, 6 Inside by Day.	2d Class Carriage, Closed by Night.	2d Class Carriage, Open by Day.	4 Inside Carriage by Day, or 1st Class 6 Inside by Night.	1st Class Carriage, 6 Inside by Day.	2d Class Carriage, Closed by Night.	2d Class Carriage, Open by Day.	4 Inside Carriage by Day, or 1st Class 6 Inside by Night.	1st Class Carriage, 6 Inside by Day.	2d Class Carriage, Closed by Night.	2d Class Carriage, Open by Day.	4 Inside Carriage by Day, or 1st Class 6 Inside by Night.	1st Class Carriage, 6 Inside by Day.	2d Class Carriage, Closed by Night.	2d Class Carriage, Open by Day.	4 Inside Carriage by Day, or 1st Class 6 Inside by Night.	1st Class Carriage, 6 Inside by Day.	2d Class Carriage, Closed by Night.	2d Class Carriage, Open by Day.
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
HARROW	3 6	3 –	2 6	2 –																											
WATFORD	5 –	4 6	4 –	3 –	2 –	2 –	1 6	1 6																							
BOXMOOR	7 –	6 6	5 6	4 6	4 –	4 –	3 –	2 6	2 6	2 –	2 –	1 6																			
BERKHAMPSTEAD	8 –	7 6	6 6	5 –	5 –	4 6	4 –	3 –	3 –	3 –	2 6	2 –	1 6	1 –	1 –	1 –															
TRING	9 6	8 6	7 –	5 6	6 –	5 6	5 –	4 –	4 6	4 –	3 6	3 –	2 6	2 –	2 –	1 6	1 6	1 6	1 –	1 –											
LEIGHTON	12 –	11 –	9 –	7 6	9 –	8 –	7 –	5 6	7 –	6 6	5 6	4 6	5 –	4 6	4 6	3 –	4 –	4 –	3 –	2 6	3 –	2 6	2 6	2 –							
WOLVERTON	15 6	14 –	11 6	9 6	12 6	11 6	9 6	7 6	10 6	9 6	8 –	6 6	8 6	7 6	6 6	5 –	7 6	7 –	6 –	4 6	6 6	6 –	5 –	4 –	3 6	3 6	3 –	2 6				
ROADE	17 6	16 –	13 6	10 6	14 6	13 –	11 –	9 –	12 6	11 6	9 6	8 –	10 6	9 6	8 –	6 6	9 –	9 –	7 6	6 –	8 6	8 –	6 6	5 6	6 –	5 6	4 6	3 6	2 6	2 6	2 –	1 6
BLISWORTH	18 6	17 –	14 –	11 6	15 6	14 –	12 –	9 6	13 6	12 6	10 6	8 6	11 6	10 –	9 –	7 –	10 6	9 6	8 –	6 6	9 6	8 6	7 6	6 –	7 –	6 6	5 6	4 6	3 6	3 –	2 6	2 –
WEEDON	20 6	18 6	15 6	12 6	17 –	16 –	13 6	10 6	15 6	14 –	12 –	9 6	13 6	12 6	10 6	8 6	12 6	11 6	9 6	7 6	11 6	10 6	8 6	7 –	8 6	8 –	6 6	5 6	5 6	5 –	4 –	3 6
CRICK	22 –	20 –	17 –	13 6	19 –	17 6	14 6	11 6	17 –	15 6	13 –	10 6	15 –	14 –	11 6	9 6	14 –	13 –	11 –	8 6	13 –	12 –	10 –	8 –	10 6	9 6	8 –	6 6	7 –	6 6	5 6	4 6
RUGBY	24 6	22 6	18 6	15 –	21 –	19 6	16 6	13 –	19 6	18 –	15 –	12 –	17 6	16 –	13 6	10 6	16 6	15 –	12 6	10 –	15 6	14 –	11 6	9 6	12 6	11 6	9 6	8 –	9 –	8 6	7 –	5 6
BRANDON	26 –	24 –	20 –	16 –	23 –	21 –	17 6	14 –	21 –	19 6	16 –	13 –	19 –	17 6	14 6	12 –	18 –	16 6	14 –	11 –	17 –	15 6	13 –	10 6	14 6	13 –	11 –	9 –	11 –	10 –	8 6	6 6
COVENTRY	27 6	25 –	21 –	16 6	24 6	22 6	18 6	15 –	22 6	20 6	17 6	14 –	20 6	19 –	16 –	12 6	19 6	18 –	15 –	12 –	18 6	17 –	14 –	11 6	16 –	14 6	12 –	9 6	12 6	11 6	9 6	7 6
HAMPTON	29 6	27 –	22 6	18 –	26 –	24 –	20 –	16 –	24 6	22 6	18 6	15 –	22 6	20 6	17 –	14 –	21 6	19 6	16 6	13 –	20 6	19 6	15 6	12 6	17 6	16 –	13 6	11 –	14 –	13 –	11 –	9 –
BIRMINGHAM	32 6	30 –	25 –	20 –	29 6	27 –	22 6	18 –	27 6	25 6	21 –	17 –	25 6	23 6	19 6	15 6	24 6	22 6	19 –	15 –	23 6	21 6	18 –	14 6	21 –	19 –	16 –	12 6	17 6	16 –	13 6	10 6

GHAM RAILWAY.

GERS' FARES.

ROADE.			BLISWORTH.				WEEDON.				CRICK.				RUGBY.				BRANDON.				COVENTRY.				HAMPTON.			
6 Inside by Night.	1st Class Carriage, 6 Inside by Day.	2d Class Carriage, Closed by Night.	4 Inside Carriage by Day, or 1st Class 6 Inside by Night.	1st Class Carriage, 6 Inside by Day.	2d Class Carriage, Closed by Night.	2d Class Carriage, Open by Day.	4 Inside Carriage by Day, or 1st Class 6 Inside by Night.	1st Class Carriage, 6 Inside by Day.	2d Class Carriage, Closed by Night.	2d Class Carriage, Open by Day.	4 Inside Carriage by Day, or 1st Class 6 Inside by Night.	1st Class Carriage, 6 Inside by Day.	2d Class Carriage, Closed by Night.	2d Class Carriage, Open by Day.	4 Inside Carriage by Day, or 1st Class 6 Inside by Night.	1st Class Carriage, 6 Inside by Day.	2d Class Carriage, Closed by Night.	2d Class Carriage, Open by Day.	4 Inside Carriage by Day, or 1st Class 6 Inside by Night.	1st Class Carriage 6 Inside by Day.	2d Class Carriage, Closed by Night.	2d Class Carriage, Open by Day.	4 Inside Carriage by Day, or 1st Class 6 Inside by Night.	1st Class Carriage, 6 Inside by Day.	2d Class Carriage, Closed by Night.	2d Class Carriage, Open by Day.
s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
	1 –	1 –																										
3 –			2 –	2 –	1 6	1 6																						
4 6	3 6	3 –	3 6	3 6	3 –	2 6	2 –	2 –	1 6	1 6																		
6 6	5 6	4 6	6 –	5 6	4 6	4 –	4 6	4 –	3 6	2 6	2 6	2 6	2 –	1 6														
8 –	7 –	5 6	8 –	7 –	6 –	5 –	6 –	5 6	4 6	3 6	4 6	4 –	3 6	2 6	2 –	2 –	1 6	1 6										
9 6	8 –	6 6	9 –	8 6	7 –	5 6	7 6	7 –	5 6	4 6	6 –	5 6	4 6	3 6	3 6	3 –	2 6	2 –	1 6	1 6	1 6	1 –						
11 –	9 6	7 6	11 –	10 –	8 6	7 –	9 –	8 6	7 –	5 6	7 6	7 –	6 –	4 6	5 6	5 –	4 –	3 6	3 6	3 6	3 –	2 6	2 –	2 –	1 6	1 6			
14 –	11 6	9 6	14 6	13 –	11 –	8 6	12 6	11 6	9 6	7 6	11 –	10 –	8 6	6 6	8 6	8 –	6 6	5 –	7 –	6 –	5 –	4 –	5 6	5 –	4 –	3 6	3 6	3 –	2 6	2 –

Appendix, No. 27.

FARES.

		STATIONS.	Miles.	First Class.	Second Class.
				s. *d.*	*s.* *d.*
London to	(*By Coach.*) 48½ Miles.	Harrow	11½	3 –	2 –
		Watford	17½	4 6	2 6
		Boxmoor	24½	6 –	3 6
		Berkhampstead	28	6 6	4 –
		Tring	31¾	7 6	4 6
		Leighton	40½	9 6	6 –
		Denbigh Hall	47¾	11 6	7 6
	(*By Coach.*) 37 Miles.	Stony Stratford		13 6	9 –
		Towcester		16 6	11 –
		Weedon		19 –	12 6
		Daventry		21 –	14 6
		Dunchurch		23 –	16 –
	29 Mls.	Rugby	84¾	24 –	16 6
		Coventry	105¾	26 –	18 –
		Birmingham	114½	30 –	20 –
Birmingham to	(*By Coach.*) 29 M.	Coventry	18¼	4 6	2 6
		Rugby	29¼	7 –	4 6
	37 Miles.	Dunchurch		8 –	5 –
		Daventry		10 –	6 6
		Weedon		12 –	8 6
		Towcester		14 6	10 –
		Stony Stratford		17 6	12 –
	48½ Miles.	Denbigh Hall	66¼	19 6	13 6
		Leighton	73½	21 6	15 –
		Tring	82¼	23 6	16 6
		Berkhampstead	86	24 6	17 –
		Boxmoor	89½	25 –	17 6
		Watford	96½	26 6	18 6
		Harrow	102½	28 –	19 –
		London	114½	30 –	20 –

Porters, guards, and coachmen are prohibited receiving any gratuity.

HOURS OF DEPARTURE.

	From London.	From Denbigh Hall, by Coach, to Rugby.	From Rugby.	
Down.	7½ A.M.	10 A.M.	2½ P.M.	to Birmingham.
	9½ A.M.	12 A.M.	4½ P.M.	- - ditto.
	*11 A.M.	—	—	to Denbigh Hall.
	1 P.M.	3½ P.M.	8 P.M.	to Birmingham.
	*3 P.M.	—	—	to Denbigh Hall.
	*5 P.M.	—	—	- - ditto.
	8½ P.M.	—	—	- - ditto. (*Mail.*)

	From Birmingham.	From Rugby, by Coach, to Denbigh Hall.	From Denbigh Hall.	
Up.	—	—	4 A.M.	to London. (*Mail.*)
	—	—	*7 A.M.	- ditto.
	—	—	*9½ A.M.	- ditto.
	9 A.M.	10½ A.M.	3 P.M.	- ditto.
	—	—	*5 P.M.	- ditto.
	12 A.M.	1½ P.M.	6 P.M.	- ditto.
	1½ P.M.	3 P.M.	7½ P.M.	- ditto.

(*continued*)

Appendix, No. 27.

Fares and Hours of Departure.

On Sundays.

Down.

From London.	From Denbigh Hall, by Coach, to Rugby.	From Rugby.	
7 ½ A. M.	10 A. M.	2 ½ P. M.	to Birmingham.
*9 ½ A. M.	—	—	to Denbigh Hall.
*5 P. M.	—	—	- ditto.
8 ½ P. M.	—	—	- - ditto. (*Mail.*)

Up.

From Birmingham.	From Rugby, by Coach, to Denbigh Hall.	From Denbigh Hall.	
—	—	4 A. M.	to London. (*Mail.*)
—	—	*7 ½ A. M.	- ditto.
—	—	*5 P. M.	- ditto.
1 ½ P. M.	3 P. M.	7 ½ P. M.	- ditto.

The Mail Trains do *not* stop at any Station between London and Denbigh Hall. The Trains marked (*) stop for Passengers at *all* the stations. The remaining Trains stop *only* at Watford, Tring, Leighton, Denbigh Hall, Rugby, and Coventry.

Appendix, No. 28.

Extract Minutes, 18 Feb. 1836.

Appendix, No. 28.

Extract from the Minutes of the Court of Proprietors of the 18th February 1836.

Resolved, That the directors be empowered to take up money on loan, under the powers of the Act of Incorporation, as amended.

R. Creed, Secretary.

Appendix, No. 29.

Extract Minutes, 3 Feb. 1837.

Appendix, No. 29.

Extract from the Minutes of the Court of Proprietors of the 3d February 1837.

Resolved, That the directors be authorized to raise an additional sum of one million on the same terms as the million for which provision is made in the amended Act; viz., either by loan or by creation of shares.

R. Creed, Secretary.

Appendix, No. 30.

Extract Minutes, 30 June 1837.

Appendix, No. 30.

Extract from the Minutes of the Court of Proprietors of the 30th June 1837.

Resolved unanimously, That an additional capital of 625,000 *l.* be created in shares of 25 *l.* each, and that such further sums as may be required be raised by loans, under the powers of the amended Act of the present session.

R. Creed, Secretary.

Appendix, No. 31.

Extract Minutes, 21 Feb. 1838.

Appendix, No. 31.

Extract from the Minutes of the Court of Proprietors of the 21st February 1838.

"The proprietors are requested to observe, with reference to the foregoing accounts, that no more calls can be made on the shares until the debenture bonds issued in anticipation of such calls are redeemable. The earliest period appointed for the redemption of any of the bonds is the year 1841."

Resolved, That the report of the directors now read be received and adopted.

R. Creed, Secretary.

Appendix, No. 32.

A LIST of the PROPRIETORS of the £.100 Shares of the Company on the 1st July 1837, and of the Number of £.25 Shares which were allotted to them respectively, under the Powers of the Act of the First of Victoria.

NAME.	RESIDENCE.	DESCRIPTION.	£.100.	£.25.
Abbott, Benjamin	Bolton	basket-maker	2	2
Abbott, Robert	Liverpool	tea-dealer	3	3
Aberdein, Francis C.	Old Broad-street	esquire	5	5
Abbey, Mary, wife of Edmund Abbey.	Coton	gentleman	1	1
Abbott, John	Portland-place	ditto	2	2
Abram, Ralph	Liverpool	merchant	2	2
Adams, Samuel	Brewer-street	gentleman	1	1
Adams, William	Capesthorne	ditto	1	1
Adams, William	Liverpool	ditto	2	2
Addison, John, the younger	Preston	barrister	20	20
Aikin, Grace	Liverpool	spinster	1	1
Alcock, John	Gatley, Cheshire	merchant	70	70
Alcock, Samuel	Manchester	manufacturer	95	95
Addenbrook, Edward	Kingscomford	gentleman	2	2
Allright, William	Charlbury	ditto	1	1
Alderson, Harrison	Blackburn	tea-dealer	3	3
Alleyne, Sarah Anne	Liverpool	widow	20	20
Alexander, William	Ditto	surveyor for Lloyd's	10	10
Aldred, Joseph	Nottingham	gentleman	1	1
Alanson, John, and William Brandreth.	Liverpool	wine-merchants	10	10
Alanson, John	Ditto	wine-merchant	13	13
Allen, Peter	Ditto	gentleman	5	5
Alison, Richard Edward	Charnock Chorley	ditto	10	10
Anderson, Joseph	College-street	merchant	10	10
Archmard, Jean Samuel	Geneva	esquire	6	6
Archmard, Samuel Cesar	Ditto	ditto	5	5
Armstrong, Elizabeth	Salford	widow	5	5
Armstrong, Richard Baynes	Staple-inn	gentleman	15	15
Armstrong, Thomas	Manchester	merchant	65	65
Armand, Elias	Liverpool	esquire	10	10
Arthington, Robert Morley, and George Crossfield.	Ditto	gentlemen	1	1
Ashurst, Margaret	Grimsargh, Preston	widow	2	2
Ashley, John	Lymme, Cheshire	gentleman	1	1
Ashton, John	Manchester	ditto	30	30
Ashton, Samuel	Irwell House, Bury	esquire	20	20
Ashton, Thomas	Manchester	manufacturer	20	20
Atherton, Eleanora	Hersall Cell	spinster	20	20
Atherton, Elizabeth	Winwick	ditto	1	1
Atherton, William	New Brighton, Cheshire.	gentleman	1	1
Atkins, Joseph	Chipping Norton	ditto	6	6
Atkinson, Edward	Drogheda	- - -	5	5
Atkinson, Ellen, now wife of Edward Patten, of Liverpool, gentleman.	- - - - -	- - - - -	2	2
Axford, Richard	Liverpool	- - major, East India Company's service.	3	3
			508	508

(*continued*)

Appendix, No. 32.

Proprietors of 100*l.* Shares.

NAME.	RESIDENCE.	DESCRIPTION.	£.100.	£.25.
Backhouse, Rebecca	Wavertree	spinster	5	5
Bagott, Robert	Liverpool	merchant	5	5
Bailey, Samuel	Sheffield	esquire	10	10
Baker, Samuel	Gloucester	merchant	5	5
Ball, Richard	The Elms, Taunton.	esquire	2	2
Banner, John Maurice	Liverpool	surgeon	3	3
Bankert, Samuel	Leicester	esquire	5	5
Banks, Joseph	Kendal	ditto	20	20
Barber, Thomas	Liverpool	merchant	10	10
Barclay, George Pearkes	Little Trinity-lane	ditto	10	10
Barclay, Thomas Brockhurst	Liverpool	ditto	3	3
Barker, George	Birmingham	solicitor	100	100
Barned, Israel	Liverpool	banker	28	28
Barned, Israel, and others	Liverpool	bankers	1	1
Barnes, Thomas Ratcliffe	Disley, Cheshire	clerk	5	5
Barrellier, Ellen Margaret	Leigh, Lancashire	widow	5	5
Barrett, Richard	Waddon, near Croydon.	gentleman	40	40
Barron, John Theophilus	Whitefield house, near Roby.	esquire	3	3
Barrow, Corbyn	Lancaster	draper	5	5
Barrow, John	Southwell	gentleman	20	20
Barrow, Richard	Tokenhouse-yard	ditto	30	30
Bartlett, John Adams	Liverpool	ditto	10	10
Barton, Catherine	Ditto	widow	10	10
Barton, James	Ditto	gentleman	24	24
Bastard, Richard	Exeter	merchant	7	7
Bate, William Mosley	Liverpool	grocer	5	5
Bateson, Richard	Ditto	cotton-broker	35	35
Batley, George	Ditto	broker	25	25
Bayley, William	Stockton-on-Tees	esquire	—	—
Bedley, Mary	Radcliffe	bleacher	15	15
Beard, Marianne	Stanley, St. Leonards.	spinster	5	5
Beardoe, James	Manchester	gentleman	10	10
Beaumont, Abraham	Holborn	chemist	5	5
Beavington, Charles	Stourbridge	jeweller	6	6
Beckett, Joseph	Hunslet, Leeds	surgeon	10	10
Beckett, Robert	Winwick Hall	coachman	1	1
Beever, John Holt	Cêfn Coch, Ruthin	gentleman	10	10
Beitt, Anthony	Stockton-on-Tees	excise officer	2	2
Bell, John Fox	Leicester	gentleman	2	2
Bennett, George	Liverpool	merchant	10	10
Benson, Margaret	Ditto	spinster	19	19
Benson, Robert	Ditto	merchant	119	119
Benson, Richard	Ditto	gentleman	2	2
Benson, Robert, and others	Ditto	merchants	30	30
Benson, Robert, the younger	Ditto	merchant	5	5
Bentinck, Lord George	-	-	15	15
Bentinck, Lord Henry	-	-	15	15
Benwell, Henry	The Forest, Guernsey	clerk	2	2
Besley, William	Manchester	gentleman	5	5
Best, William Butler	Kidderminster	woolstapler	10	10
Bewley, Joseph	Dublin	merchant	10	10
Bickersteth, Robert	Liverpool	surgeon	10	10
Bickerton, Richard	Red Lion-street, Holborn.	gentleman	1	1
Bidder, George Parker	Duke-street, Westminster.	esquire	5	5
Biggar, James	Maryholme, Dumfries	ditto	25	25
Binks, Elizabeth	Wigton, Cumberland	spinster	1	1
Binns, Thomas	Tottenham	schoolmaster	10	10
Binyon, Thomas	Manchester	tea-dealer	6	6
Birch, Sir Thomas B.	The Hazles, Prescot	baronet	40	40
Birchall, Edwin	Leeds	gentleman	10	10
Bird, William	Liverpool	accountant	5	5
Birkett, Thomas	Ditto	shipsmith	2	2
Birkett, William	Ditto	ditto	10	10
Blackburn, Thomas B.	Ditto	merchant	15	15
Blackwall, Thomas	Manchester	ditto	10	10

Appendix No. 32.

Proprietors of 100*l.* Shares.

Name.	Residence.	Description.	£.100.	£.25.
Blain, William	Liverpool	merchant	1	1
Blake, George	Ditto	soapboiler	10	10
Bland, Thomas	Long Buckby	carrier	10	10
Blew, Joseph	Bromsgrove	nail-ironmonger	5	5
Blick, Francis	Tamworth	clerk	1	1
Bloore, George	Winwick	gardener	1	1
Bloxham, Thomas	Liverpool	gentleman	5	5
Blundell, William	Ditto	clerk	16	16
Boardman, Susannah	Ditto	livery-stablekeeper	10	10
Bold, Nicholas	- - Duckenfield, Liverpool.	merchant	100	100
Bold, Thomas	Liverpool	clerk	10	10
Bold, William	Winwick-hall	yeoman	11	11
Bolton, Edward	Customs, Liverpool	gentleman	3	3
Bolton, Edward	Warrington	ironmonger	5	5
Booth, Charles	Liverpool	merchant	5	5
Booth, Elizabeth	Edge-hill, Liverpool	spinster	3	3
Booth, George	Orford, Warrington	merchant	10	10
Booth, James	Lincoln's-inn	barrister	20	20
Booth, John Heathcote	Liverpool	hatter	1	1
Boothby, Cunningham	Ditto	gentleman	3	3
Boothby, James Brownell	Ditto	merchant	79	79
Bordier, Ami Jean	Geneva	esquire	5	5
Bordier, Julius	Austin Friars	merchant	11	11
Bordier, Pierre Jean	Geneva	esquire	15	15
Borrowes, Robert	Dublin	solicitor	10	10
Bostock, John	Upper Bedford-place	M. D.	2	2
Bott, Michael	Nantwich	esquire	5	5
Bovay, Daniel	Billiter-square	merchant	20	20
Bouch, Lancelot	Workington	gentleman	6	6
Boulton, Richard	- - Greenbank, near Denbigh.	ditto	65	65
Boulton, William	Manchester	ditto	70	70
Bourdon, Ambrose	Neuilly-sur-Leine	merchant	10	10
Boult, Hannah	Liverpool	spinster	5	5
Bourit, Andrew	Paris	gentleman	4	4
Bowdon, Anne	Liverpool	widow	4	4
Bower, Hannah	Ditto	ditto	11	11
Bower, William	Ditto	cotton-broker	10	10
Bowes, John	Horsforth, near Leeds	gentleman	10	10
Bowman, William	Liverpool	butcher	5	5
Bownas, Robert Hall	Ditto	gentleman	20	20
Bownas, William	- - Boston, near Wetherby.	clerk	2	2
Boyer, Edward	Scarisbrick	esquire	10	10
Bradley, James Gibson	Liverpool	watchmaker	6	6
Bradley, Martha	Garstang, Lancashire	spinster	1	1
Bradley, Septimus	Ashbourne	gentleman	1	1
Brade, Mary	Liverpool	spinster	10	10
Brady, Jarvis	Leeds	gentleman	5	5
Bradwell, James	Manchester	ditto	3	3
Brain, William	Stepney-green	ditto	2	2
Braithwaite, George	Kendall	ditto	20	20
Braithwaite, George Foster	Ditto	manufacturer	2	2
Braithwaite, George and Isaac.	Ditto	gentlemen	10	10
Brandreth, Thomas	Ormskirk	gentleman	23	23
Brandreth, Thomas Shaw	- - Queen-square, Bloomsbury.	esquire	50	50
Brassey, Thomas	Liverpool	merchant	7	7
Bretherton, Bartholomew	Ditto	coach-proprietor	80	80
Brice, William	Ditto	shipowner	2	2
Bridge, John Warburton	Manchester	slate-merchant	9	9
Briggs, Anna Maria	Ambleside	spinster	1	1
Briggs, William	Ditto	M. D.	14	14
Bright, Jacob	Rochdale	cotton-spinner	40	40
Bright, Samuel	Liverpool	merchant	2	2
Broadbent, Richard	Altringham	surgeon	10	10
Broadbent, Thomas	Manchester	manufacturer	10	10
Brocklebank, Ralph	Liverpool	merchant	15	15
Brocklebank, Thomas	Ditto	ditto	30	30

(*continued*)

Appendix, No. 32.

Proprietors of 100 *l.* Shares.

NAME.	RESIDENCE.	DESCRIPTION.	£. 100.	£. 25.
Brocklebank, William	Liverpool	gentleman	2	2
Brook, Richard	Chester	ditto	20	20
Brookes, John Lord	South-place	ditto	1	1
Brookes, Joseph	Everton	ditto	22	22
Brown, Edward	Liverpool	landing-waiter	15	15
Brown, Nicholas Edward	Customs, Liverpool	gentleman	5	5
Brown, Richard	Warrington	plumber	10	10
Brown, Richard, the younger	Erith, Hurts	farmer	2	2
Brown, Thomas	Liverpool	merchant	14	14
Brown, William	Manchester	ditto	10	10
Brownbill, Nathaniel	Chorley	gentleman	2	2
Bruce, John	Liverpool	clerk	6	6
Bruce, Mary	Ditto	spinster	1	1
Bryans, Richard	Ditto	merchant	31	31
Bryans, Richard, the younger	Ditto	ditto	20	20
Buchanan, George	Downpatrick, Down	M. D.	10	10
Buckle, Elizabeth	Liverpool	spinster	1	1
Bullin, Christopher	Ditto	banker	15	15
Bulmer, Stephenson	Whitby	ditto	3	3
Bullock, Edwin	West Bromwich	ironfounder	10	10
Burgess, Thomas	Manchester	calico printer	10	10
Burnett, William	Bethnal-green	tailor	1	1
Burt, James	Manchester	merchant	10	10
Bury, Margaret	Liverpool	- - - -	3	3
Bustard, John	Camborne, Cornwall	minister	5	5
Butlin, Charles	Rugby	draper	5	5
Buxton, Edmund	Liverpool	gentleman	10	10
Byrn, Richard	Ditto	merchant	2	2
Byrom, Mary	Winwick	spinster	1	1
			2,098	2,098
Cachard, Caroline	Liverpool	widow	2	2
Cachard, Mary Charlotte Caroline.	Ditto	ditto	2	2
Cadell, Robert	Edinburgh	esquire	5	5
Cadett, James	Great Portland-street	M. D.	15	15
Calvert, Edmond Sexton Pery.	Thames-street	merchant	10	10
Cameron, Mary Ann	Manchester	widow	10	10
Campbell, Colin	Liverpool	broker	35	35
Campbell, David	Edinburgh	writer to the signet	15	15
Canning, Joan Viscountess	- - - -	- - - -	30	30
Cantrill, Henry John	Preston Brook	gentleman	2	2
Cardale, Joseph Spencer	Leicester	ditto	2	2
Cardwell, Elizabeth	Liverpool	widow	5	5
Carlyle, George	Ditto	gentleman	5	5
Carlyle, Thomas	Ditto	ditto	5	5
Carr, William	Gomersal, Leeds	surgeon	2	2
Carter, George Barker	Liverpool	solicitor	5	5
Carter, Richard	Leicester	hosier	20	20
Carter, Samuel, the younger	Birmingham	solicitor	5	5
Cartmell, John Hartley	Liverpool	draper	10	10
Cartwright, Daniel	Loughborough	bookseller	3	3
Cartwright, William	Liverpool	merchant	5	5
Cartwright, William, and George F. Dickson.	Ditto	merchants	20	20
Cash, Deborah	Coventry	spinster	1	1
Cash, Jane	Ditto	ditto	1	1
Cash, Joseph	Ditto	stuff merchant	5	5
Cash, Newman	Leeds	merchant	30	30
Cash, William	Wood-street	gentleman	5	5
Casson, John Lees	Lime-street	esquire	70	70
Chadwick, Jeremy	St. Helens	excise officer	2	2
Chaffers, Ann	Everton	spinster	4	4
Chaffers, Catherine	Ditto	ditto	8	8
Chaffers, Margaret	Ditto	ditto	6	6
Chambers, Charles	Great Pulteney-street	gentleman	2	2
Chambers, Edmund	Ditto	ditto	5	5
Chambers, Henry	Birmingham	ditto	1	1

Appendix, No. 32.

Proprietors of 100 *l.* Shares.

Name.	Residence.	Description.	£.100.	£.25.
Chance, Henry	Lincoln's-inn	barrister	10	10
Chance, William	Birmingham	esquire	10	10
Chapman, John	Whitby	ditto	50	50
Charlton, Robert	Bristol	gentleman	10	10
Chesworth, Mary	Liverpool	spinster	2	2
Chichester, William	Ledbury	esquire	6	6
Chiles, George	Pembroke	gentleman	5	5
Chippendall, John	Manchester	calico printer	100	100
Chorley, Phœbe	Liverpool	spinster	10	10
Chorley, Susannah H.	Ditto	ditto	4	4
Christian, Thomas	Ditto	surgeon	8	8
Churchill, Joseph	Nottingham	gentleman	5	5
Clarke, John	Keyworth	ditto	1	1
Clay, Castell William	Liverpool	ditto	6	6
Clegg, Charles	Manchester	timber merchant	2	2
Clegg, Samuel Joseph	Liverpool	merchant	10	10
Clibborn, Barclay	Clonmel	miller	5	5
Clibbon, John Barclay	Ditto	ditto	5	5
Clint, John	Liverpool	merchant	10	10
Close, John Forbes	Morn Rectory, Kilkall	clerk	5	5
Clough, Robert	Liverpool	excise officer	5	5
Clough, Robert	Manchester	ironmonger	10	10
Clowes, Mary, and Rachel Young.	Liverpool	-	5	5
Clouston, Charles	Sandwich, Stromness	clerk	5	5
Coulston, Edward	Jamaica	esquire	2	2
Coulston, Robert	Chester	ditto	57	57
Cobb, Timothy Rhodes	Banbury	esquire	10	10
Cockshott, James	Liverpool	merchant	40	40
Cockshott, Eliz., wife of J. Cockshott, Liv[l], merchant.	-	-	20	20
Coglan, Thomas	Liverpool	broker	40	40
Colclough, Cæsar	Wexford	esquire	10	10
Collett, William Rickford	St. James's-street	ditto	10	10
Colquitt, Susan	Greenbank, Liverpool	spinster	1	1
Comber, Andrew	Liverpool	agent	10	10
Comber, Duncombe	Powell-street East	gentleman	1	1
Connor, Isabella	Liverpool	spinster	6	6
Cooke, Isaac	Ditto	cotton broker	25	25
Cooke, Thomas	Manchester	merchant	201	201
Cooke, Thomas, the younger	Ditto	ditto	10	10
Cooke, William	Liverpool	gentleman	8	8
Cookson, James	Middlewick	miller	2	2
Coombes, Philip	Liverpool	spirit-dealer	10	10
Cooper, Ellen	Warrington	widow	5	5
Copley, Ann Cassandra	MonkCorriston,Kendal	spinster	4	4
Corah, Thomas	Nottingham	gentleman	1	1
Corner, Charles	Lower Berkeley-street	lieutenant-general	10	10
Corrie, Edgar	Mincing-lane	broker	1	1
Corrie, Thomas, and others	Liverpool	esquires	13	13
Coward, John	Ditto	cotton broker	25	25
Craddock, Charles	Chapel-street	surgeon	5	5
Creed, Anna Maria	Walthamstow	spinster	5	5
Creed, Elizabeth Anne	Ditto	ditto	5	5
Creed, Richard	Ditto	gentleman	10	10
Cregoe, Feind	Cheltenham	esquire	10	10
Crewdson, Joseph	Manchester	gentleman	60	60
Crewdson, Joseph, & others	Ditto	ditto	10	10
Crewdson, Thomas	Ditto	ditto	25	25
Crewdson, Wilson	Ditto	manufacturer	65	65
Crewdson, William Dilworth, the younger.	Kendal	banker	30	30
Crichton, Hugh	Edinburgh	writer to the signet	10	10
Crockett, John	Handsworth	maltster	5	5
Crommelin, Claude D.	Amsterdam	merchant	21	21
Crommelin, Gulian C.	Ditto	ditto	15	15
Crommelin, Gulian D.	Ditto	ditto	27	27
Cropper, Edward	Liverpool	ditto	203	203
Cropper, Edw., and David Hodgson.	Ditto	merchants	20	20
Cropper, James	Ditto	merchant	46	46

(*continued*)

Appendix, No. 32.

Proprietors of 100*l.* Shares.

NAME.	RESIDENCE.	DESCRIPTION.	£. 100.	£. 25.
Cropper, John, the younger	Liverpool	merchant	185	185
Cropper, John, and Edward Cropper.	Ditto	merchants	25	25
Crosby, Richard	Knowsley, Prescott	gentleman	1	1
Crosfield, George, and Robert M. Arthington.	Liverpool	gentlemen	7	7
Crosfield John, and Henry Crosfield.	Ditto	wholesale grocers	5	5
Crosfield, Joseph	Warrington	esquire	5	5
Crosfield, Simon	Liverpool	tobacconist	5	5
Crosfield, William	Ditto	grocer	3	3
Cross, Ellen	Redscar, near Preston	widow	5	5
Crosthwaite, John	Liverpool	merchant	35	35
Crump, George Hammerton	Ditto	attorney	11	11
Currie, Jane	Boughton Hall, Cheshire.	spinster	1	1
Currie, Jane	Liverpool	ditto	5	5
Cutts, Joseph	Birmingham	surveyor	1	1
Cyples, William	Lane End	manufacturer	2	2
			2,032	2,032
Dakin, Margaret	Warrington	spinster	5	5
Dale, Ann, now wife of William Ball, of Bristol, attorney.			10	10
Dale, John	Manchester	gentleman	20	20
Dalton, John Stuart	Liverpool	ditto	1	1
Daly, Denis	Ditto	ditto	2	2
Danson, George	Manchester	druggist	15	15
Danson, Lucy, now wife of John Thwaite Blackburn, chemist.			5	5
Darbishire, Mary, and others	Manchester		14	14
Darby, Richards	Coalbrookedale	esquire	20	20
Darwin, Sir Francis S. Sydnope.	Matlock	knight	4	4
Dashwood, Anna Maria	Bodryddam	widow	5	5
Davenport, Edward Davies	Capesthorpe	esquire	30	30
Davies, David	Liverpool	woollen-draper	40	40
Davies, James	Warrington	merchant	5	5
Davies, Robert	Liverpool	clerk	3	3
Davies, Mary Tobor	Shrewsbury	spinster	1	1
Davis, Timothy	Oldbury	clerk	1	1
Dawson, Edmund	Rothwell Haigh	gentleman	10	10
Dawson, James	Liverpool	surgeon	20	20
Dawson, Jonathan	Manchester	esquire	50	50
De Jersey, Carey Brock	Ditto	merchant	10	10
Dell, James	Dudswell	iron-founder	7	7
De Murieta Christobal	Old Jewry	merchant	20	20
De Panisse, The Count Pierre Leandre.	Geneva		8	8
Dennistown, George	New York	esquire	30	30
Derkhein, Marcus	Bremen	merchant	5	5
Desanges, Louis	Stratford-place	esquire	10	10
De St. George, George	Frankport	gentleman	2	2
Dickinson, Barnard	Coalbrookedale	esquire	20	20
Dickinson, B., the younger	Coventry	engineer	1	1
Dickinson, Henry	Coalbrookedale	banker	2	2
Dickson, Robert	Addingham	esquire	5	5
Dickson, Thomas Briggs	Whittle-le-Woods	clerk	5	5
Dilworth, Sarah	Liverpool	spinster	7	7
Ditchfield, John	Manchester	merchant	10	10
Dixon, James	Chester	ditto	5	5
Dixon, John	Manchester	civil engineer	2	2
Dobbie, Charles	Liverpool	M. D.	20	20
Docker, William	Ditto	gentleman	5	5
Dockray, Benjamin	Lancaster	ditto	10	10
Dockray, John	Ditto	ditto	15	15
Dockray, Thomas	Ditto	ditto	10	10

Name.	Residence.	Description.	£. 100.	£. 25.
Donald, Mary Frances	Runcorn	-	2	2
Dover, Thomas	Liverpool	warehouse-keeper	10	10
Dowdall, James	Ditto	gentleman	1	1
Dromore, Bishop of	Dromore	-	4	4
Duckworth, William	Manchester	gentleman	40	40
Duckworth, Eliza	Liverpool	spinster	10	10
Dufore, Louis	Paris	banker	10	10
Dugdale, Adam	Manchester	calico printer	20	20
Dugdale, William	Liverpool	flour-dealer	5	5
Duncan, William Rathbone	Ditto	merchant	15	15
Dundas, Robert	Bahia Bazie	surgeon	5	5
Dunkerley, David	Mespil, Dublin	gentleman	1	1
Dunkerley, Joseph	Liverpool	gentleman	5	5
Dunn, Jonathan	Lancaster	esquire	67	67
Dutchman, Hewson	Liverpool	merchant	20	20
Du Puget, Frederick	Birmingham	gentleman	3	3
Dwining, Jemima	Liverpool	spinster	3	3
Dyson, Thomas Fournes	Ditto	merchant	83	83
			774	774
Earle, Hardman	Liverpool	merchant	13	13
Earle, William, the younger	Ditto	ditto	20	20
East, Timothy	Birmingham	dissenting minister	25	25
Eaton, Joseph	Bristol	esquire	50	50
Eccles, Thomas	Liverpool	tanner	30	30
Ecroyd, Lucy	Marsden, Burnley	spinster	1	1
Ecroyd, Sarah	Ditto	ditto	1	1
Ecroyd, Susannah	Ditto	ditto	1	1
Edelsten, Samuel	Warrington	manufacturer	7	7
Edgeworth, Charles Sneyd	North Audley-street	esquire	1	1
Eddowes, Thomas Stanton	Liverpool	anchor-smith	5	5
Edwards, Levitt	Frederick's-place	gentleman	2	2
Edwards, Thomas	Birmingham	victualler	2	2
Elliott, Gilbert William	Prescott	clerk	5	5
Elletson, William	Poulton, Preston	ditto	5	5
Ellison, William	Nantwich	gentleman	3	3
Ellson, Samuel	Warrington	maltster	5	5
England, Thomas H.	Clifton	esquire	5	5
English, John	Seymour-street	gentleman	1	1
Ensor, William	Liverpool	gentleman	2	2
Entwisle, Thomas	Manchester	esquire	50	50
Errington, John Edward	Chester	engineer	5	5
Etches, John Clifford	Liverpool	butcher	15	15
Evans, Edward	Wigan	distiller	10	10
Evans, Edward	Manchester	brewer	2	2
Evans, Hannah	King's Arms-yard	-	1	1
Evans, Hugh Ellis	Liverpool	gentleman	5	5
Evans, Jane	Denbigh	spinster	4	4
Evans, John	Liverpool	gentleman	1	1
Evans, John	Ditto	warehouseman	3	3
Evans, Richard	Warrington	coal proprietor	10	10
Everest, Ann	Liverpool	spinster	3	3
Everest, Charles Evereux	Ditto	gentleman	3	3
Everest, George James	Ditto	surgeon	13	13
Ewart, Joseph Christopher	Ditto	merchant	72	72
Exham, Thomas	Cork	esquire	1	1
Eyre, Honor	Wetherby	spinster	4	4
Falkner, Edward Deane, & Thomas Corrie.	Liverpool	esquires	13	13
Fearnley, John	Lincoln's-inn-Fields	clerk	5	5
Fearon, John	Liverpool	merchant	1	1
Fendler, John	Ditto	book-keeper	3	3
Fenner, Anna	Flushing	spinster	1	1
Fernie, James B.	Kilmax	gentleman	10	10
Ferguson, Thomas	Belfast	esquire	50	50
Fetherson, Godfrey H.	Dublin	solicitor	2	2
Fielden, Joseph	Blackburn	esquire	25	25
Finlay, Thomas Kirkman	Liverpool	merchant	10	10
Firmstone, Eliza	Wolverhampton	spinster	15	15

Appendix, No. 32.

Proprietors of 100 *l.* Shares.

Name.	Residence.	Description.	£.100.	£.25.
Fishwick, John	Liverpool	merchant	1	1
Fitchett, John	Warrington	gentleman	15	15
Fitzgerald, Elizabeth	Bath	widow	3	–
Fletcher, Caleb	Liverpool	esquire	13	13
Fletcher, Martha	York	spinster	10	10
Fletcher, William	Liverpool	merchant	10	10
Foley, Daniel	Ditto	clerk	1	1
Follett, Lovell	Ditto	merchant	5	5
Forbes, James Hopton	Ely-place	esquire	3	3
Ford, Edward	Burton	ditto	4	4
Ford, Elizabeth Sarah	Ditto	–	2	2
Formby, Catherine	Lytham	widow	10	10
Fortman, Richard	Liverpool	confectioner	1	1
Forster, Jane	Carlisle	spinster	20	20
Foster, James	Stourbridge	iron-master	5	5
Foster, James	Old Broad-street	broker	15	15
Foster, James	Liverpool	gentleman	10	10
Foster, John Frederic	Manchester	esquire	11	11
Fowden, William	Ditto	merchant	15	15
Fowler, John	Melksham	gentleman	5	5
Fowler, Rachel	Ditto	spinster	5	5
Fowler, Thomas	Broad-street	banker	5	5
Fox, George	Kingsbridge	ditto	1	1
Francis, William	Birmingham	esquire	44	44
Frank, Robert	Liverpool	gentleman	5	5
Frankland, Elizabeth	Ditto	spinster	10	10
Frankland, John	Ditto	merchant	8	8
Frewen, Charles Hay	Oakham	esquire	81	81
Frewen, Moreton John Edward.	Northiam	ditto	62	62
Fry, Francis	Bristol	chocolate-maker	5	5
Fry, Joseph	Ditto	ditto	5	5
Fry, Richard	Ditto	ditto	5	5
Furnival, James	Davenham	clerk	7	7
Furnival, John	Warrington	tanner	4	4
Fussell, James	Frome	esquire	40	40
Fynney, Mountford	Liverpool	ditto	5	5
			972	969
Galloway, John	Dublin	solicitor	2	2
Garde, Anne	Cork	widow	5	5
Gardner, Denny	Wood-street	cabinet-maker	10	10
Gardner, George	Manchester	dry-salter	40	40
Garnett, Charles	Ditto	merchant	50	50
Garnett, Henry	Ditto	ditto	50	50
Garnett, Jeremiah	Ditto	printer	20	20
Garnett, Robert	Aldermanbury	corn-factor	15	15
Garnett, Robert	Manchester	merchant	900	900
Garnett, Robert, the younger.	Ditto	ditto	50	50
Garnett, William	Salford	esquire	185	185
Garside, John	Walton, Liverpool	servant	9	9
Gascoyne, Henry, junior	Palace of Inam	esquire	4	4
Gaskell, Daniel	Wakefield	ditto	12	12
Gaskell, Henry	Wigan	attorney	20	20
Gaskell, Holbrook	Warrington	gentleman	12	12
Gaskell, James Dakin	Appleton	ditto	2	2
Gaskell, Roger	Liverpool	merchant	8	8
Gaskell, Samuel	Latchford	gentleman	7	7
Gaskell, William	Manchester	clerk	3	3
Gaunt, Richard	Leek	gentleman	5	5
Gawthorn, Francis	Nottingham	ditto	10	–
Gee, Joseph	Hull	esquire	10	10
Gee, William	Manchester	spirit-merchant	10	10
Gillie, Louisa	Aberdeen	spinster	5	5
Gibson, Allured	Liverpool	merchant	5	5
Gibson, Francis	Kendal	spinster	5	5
Gibson, George	Ditto	gentleman	80	80
Gibson, John	Northleach	clerk	25	25

Appendix, No. 32.

Proprietors of 100 *l.* Shares.

Name.	Residence.	Description.	£.100.	£. 25.
Gibson, Michael	Liverpool	merchant	168	168
Gibson, Michael, and Chas. Armstrong.	Ditto	merchants	4	4
Gibson, Richard	Ditto	merchant	43	43
Gibson, Thomas	Ditto	spirit-dealer	2	2
Gibson, William	Chester	clerk	3	3
Gill, Richard	Barrowdon	gentleman	6	6
Gill, Samuel	Regent-street	oilman	5	5
Gillanders, Francis M.	Liverpool	merchant	15	15
Gillies, John	York	lieutenant 2d Dragoons	4	4
Gladstone, James	Liverpool	engineer	5	5
Gladstone, Thomas Stewart	Ditto	merchant	5	5
Glover, Moses	Ditto	gentleman	22	22
Glover, Thomas	Manchester	ditto	10	10
Glynn, George Carr	Lombard-street	banker	20	20
Goad, Joseph	Ulverstone	gentleman	4	4
Goad, Isaac	Ditto	tanner	3	3
Goad, Mary	Ditto	spinster	3	3
Goad, Sarah	Ditto	ditto	2	2
Gooch, Thomas L.	Birmingham	civil engineer	10	10
Goodman, Gabriel	Upton-on-Severn	esquire	14	14
Goose, Alice	Liverpool	spinster	1	1
Gordon, Harry	Ditto	merchant	13	31
Gordon, Harry, and others	Liverpool	merchants	35	35
Gordon, James Adam	Hill-street	esquire	6	6
Gordon, Robert	Edinburgh	writer to signet	10	10
Gordon, James	Dumfries	ditto	5	5
Gordon, William	Ditto	esquire	10	10
Goulbourn, William	Manchester	merchant	4	4
Gowling, Joseph	Liverpool	ditto	6	6
Graham, Thomas	Coalbrookdale	accountant	6	6
Grant, Isabella	Dungarvon	widow	15	15
Grant, Susannah	Cork	spinster	5	5
Grapell, William	Liverpool	bookseller	15	15
Grave, Joseph	Manchester	solicitor	10	10
Gray, Ella	Castle Carey	spinster	2	2
Gray, Ernest	Ditto	gentleman	2	2
Gray, Frederick	Ditto	ditto	2	2
Green, Ann	Warrington	spinster	1	1
Green, Charlotte	Ditto	ditto	1	1
Green, Elizabeth	Ditto	ditto	1	1
Green, Elizabeth	Ditto	widow	3	3
Green, Frances	Ditto	spinster	1	1
Green, James	Liverpool	gentleman	1	1
Green, Martha	Warrington	spinster	1	1
Green, Mary	Ditto	ditto	2	2
Green, Matthew	Ditto	gentleman	5	5
Greenall, Gilbert	Wilderspool	brewer	5	5
Greenall, John	Warrington	banker	10	10
Greenall, Peter	Wilderspool	brewer	5	
Greenall, Thomas	Ditto	ditto	5	5
Greenwood, Isaac	Lancaster	esquire	20	20
Greenwood, Maria	Liverpool	-	2	2
Gregory, William	Ditto	gentleman	2	2
Gregg, William	Lisburn, Antrim	esquire		
Grenfell, Pascoe St. L.	Lombard-street	ditto	10	10
Grice, William	Bootle	gentleman	5	5
Griffith, Edward H.	Denbigh	esquire	1	1
Grimes, Robert	Kempsey	ditto	4	4
Grundy, George	Manchester	merchant	10	10
Grundy, Thomas	Northampton	founder	10	10
Guest, Ann	Warrington	spinster	5	5
Guest, Lydia	Chester	ditto	5	5
Guiness, Arthur	Dublin	esquire	5	5
		£.	2,192	2,177
Hackett, John	Derby	small ware manufacturer	10	10
Haddock, James	Warrington	bookseller	5	5
Haddock, John	Ditto	glass manufacturer	6	6

(*continued*)

Appendix, No. 32.

Proprietors of 100 *l.* Shares.

NAME.	RESIDENCE.	DESCRIPTION.	£.100.	£.25.
Hadfield, George	Manchester	solicitor	20	20
Hadfield, Joseph	Sheffield	merchant	10	10
Hadfield, Samuel	Ditto	ditto	10	10
Hadwen, Joseph	Liverpool	tea-dealer	1	1
Hadwen, Isaac, the younger	Ditto	broker	14	14
Hadwen, Isaac, the younger, and others.	Ditto	- - - - -	1	1
Hadwen, Isaac, the younger, and Henry Crosfield.	Ditto	gentlemen	8	8
Haigh, Daniel	Streatham	esquire	15	15
Halhead, Hilton	Liverpool	timber-merchant	2	2
Hall, Ann	Folkingham	spinster	1	1
Hall, James	Grantham	banker's clerk	4	4
Hall, James	Liverpool	grocer	10	10
Hall, John	Ditto	merchant	102	102
Hall, Maria	Folkingham	spinster	2	2
Hall, Thomas James	Liverpool	barrister	10	10
Hall, William	Warrington	gentleman	82	82
Hamilton, John Johnson	Liverpool	ditto	1	1
Hamilton, Thomas	Henrietta-street	esquire	5	5
Hamnett, Edward	Liverpool	merchant	5	5
Thompson, Thomas	Ditto	ship-broker	15	15
Hansell, Robert	North Shields	gentleman	5	5
Haram, Harriot, and Thos. Martin.	Liverpool	- - - - -	5	5
Hardcastle, Alfred	Hatcham House	gentleman	10	10
Hardcastle, Joseph	Ditto	ditto	20	20
Hardcastle, Nathaniel	Cookham	esquire	10	10
Hardy, John	Canonbury-square	gentleman	2	2
Hardwick, Philip	Russell-square	architect	5	5
Harford, Mary	Ripon Hall, Norwich	widow	2	2
Harford, William Henry	Beuley Wood	esquire	4	4
Hargreave, Eliza	Haslingden	spinster	16	16
Hargreave, James	Leeds	merchant	40	40
Hargreaves, George	Rochdale	ditto	4	4
Hargreaves, John	Wigan	carrier	53	53
Hargreaves, Robert H.	Manchester	gentleman	50	50
Harnage, Edward	Old Broad-street	esquire	15	15
Harper, Betty	Warrington	widow	2	2
Harper, Richard	Liverpool	esquire	4	4
Harris, Mary	Ditto	spinster	1	1
Harrison, John	Kendal	esquire	5	5
Harrison, Jonathan	Liverpool	gentleman	2	2
Harrison, Richard	Ditto	esquire	40	40
Harrison, Richard	Warrington	gentleman	21	21
Hart, Thomas	- - Bermondsey New Road.	ditto	1	1
Hart, Thomas	Liverpool	corn-dealer	5	5
Hartley, Ann	Barton, Manchester	spinster	5	5
Harwood, Jane	Liverpool	ditto	2	2
Harvey, Robert E.	Ditto	esquire	12	12
Hassall, John	Ditto	servant	1	1
Hassell, John	Chester	wine-merchant	10	10
Hawkey, John Pullan	Clarendon-square	M. D.	20	20
Hawley, Susannah, now wife of John Butterworth, of Manchester, calico-printer.	- - - - -	- - - - -	5	5
Haworth, George	Altrincham	merchant	5	5
Hay, Charles Crosland	Leamington	esquire	20	20
Hayes, Edward	Jeffery-square	gentleman	1	1
Hayton, John	Liverpool	ditto	1	
Haynes, Richard	Ditto	ditto	17	17
Head, George Read	Carlisle	banker	40	40
Headlam, Thos. Duckworth	Liverpool	broker	10	10
Heald, James	- Parr's Wood, Didsbury.	esquire	3	3
Heald, Maria	Ditto	spinster	10	10
Heard, Nicholas J.	Manchester	merchant	10	10
Heathcoate, John Nigel	Liverpool	surgeon	4	4
Henton, James	Everton	gentleman	10	10
Henderson, James	Gosport	esquire	5	5

Appendix, No. 32.

Proprietors of 100*l.* Shares.

Name.	Residence.	Description.	£. 100.	£. 25.
Haywood, John P.	Liverpool	banker	59	59
Haywood, Robert	Ditto	merchant	10	10
Hayworth, James	Ditto	ditto	199	199
Heyworth, John	Rochdale	esquire	83	83
Heyworth, Lawrence	Liverpool	merchant	101	101
Heyworth, Ormerod	Ditto	esquire	30	30
Hibbit, William	Towcester	ditto	1	1
Higginson, Edward	Hull	dissenting minister	5	5
Hillery, George	Chapel-street	gentleman	1	1
Hill, Sarah Symonds	Tottenham	spinster	5	5
Hill, William	Dalston	esquire	10	10
Hinde, Samuel	Lancaster	gentleman	10	10
Hindley, Thomas	Warrington	flour-dealer	3	3
Hingston, Charles	Plymouth	M. D.	5	5
Hingston, Joseph	Ditto	merchant	5	5
Hipkins, James	Berwood House	gentleman	1	1
Hobson, Mary	Liverpool	widow	30	30
Hodgson, David, and Edward Cropper.	Ditto	merchants	200	200
Hodgson, John	Warrington	corn-dealer	2	2
Hodgson, Kirkman Daniel	St. Helen's Place	esquire	5	5
Holcroft, Tryall	Manchester	manufacturer	5	5
Holden, George	Liverpool	ironmonger	20	20
Holland, Charles	Ditto	gentleman	5	5
Holland, William	Tranmere	ditto	1	1
Hollingshead, Richard B. B.	Liverpool	merchant	15	15
Holmes, Agnes	Ulverstone	spinster	1	1
Holmes, Henry	Liverpool	merchant	9	9
Holmes, Henry, and Lawrence Hayworth.	Ditto	esquires	35	5
Holt, George	Ditto	merchant	60	60
Hooper, Jonathan	Birmingham	clerk	5	5
Hope, Margaret	Liverpool	spinster	1	1
Hope, Samuel	Ditto	banker	105	105
Hopkinson, Hugh	Ditto	esquire	10	10
Horneby, Hankinson	Ditto	gentleman	10	10
Horneby, Hugh	Ditto	esquire	40	40
Horneby, Hugh, and Joseph Horneby.	Ditto	merchants	2	2
Hornby, James John	Winwick	clerk	18	18
Hornby, John Hunter	Portman-place	esquire	5	5
Hornby, Joseph	Liverpool	merchant	48	48
Hornby, Mary, and Elizabeth Hornby.	Ditto	spinsters	2	2
Horsey, Ann	Northampton	spinster	2	2
Horsey, Elizabeth	Ditto	ditto	5	5
Horsey, Martha	Ditto	ditto	5	5
Horsefall, Charles	Liverpool	esquire	86	86
Horsefall, Charles, and others.	Ditto	gentlemen	2	2
Horsefall, James	Manchester	silk-mercer	10	10
Horton, Elizabeth	Liverpool	spinster	2	2
Houghton, Richard	Ditto	gentleman	5	5
Houldsworth, Henry	Manchester	esquire	25	25
Houldsworth, Thomas	Ditto	ditto	135	135
How, William Wybergh	Shrewsbury	esquire	25	25
Howard, Catherine	Liverpool	-	1	1
Howard, John	Rochdale	woolstapler	15	15
Howard, John Elliot	Tottenham	gentleman	2	2
Howard, Peter	Liverpool	ditto	5	5
Hoyes, Alexander	Ditto	merchant	26	26
Hoyle, Anna	Burnley	spinster	5	5
Hoyle, Frances, now wife of Olive Sims, of Stoke-upon-Trent, chemist.	-	-	5	5
Hubbard, John	Coventry	excise-officer	2	2
Hughes, Sarah	Liverpool	widow	4	4
Hull, Edward	Ditto	clerk	20	20
Humble, Harriot	Birkenhead	spinster	10	10

Appendix, No. 32.

Proprietors of 100 *l.* Shares.

NAME.	RESIDENCE.	DESCRIPTION.	£. 100.	£. 25.
Humble, Michael	Liverpool	shipbuilder	3	3
Humphreys, Joseph	Ditto	esquire	1	1
Hunt, Andrew	Ditto	gentleman	5	5
Hunt, William Boyse	Custom-house	esquire	10	10
Hunter, Rodger	Liverpool	sailmaker	2	2
Hurst, Charles	Midhurst	gentleman	2	2
Hutchinson, William Parry	Liverpool	sugar-refiner	10	10
Hyde, Richard Edelsten	Ditto	merchant	2	2
		£.	2,481	2,480
Jackson, David	Liverpool	merchant	9	9
Jackson, David J.	Ditto	gentleman	5	5
Jackson, James	Ditto	esquire	15	15
Jackson, The Very Reverend James Edward.	Dean of Armagh	-	10	10
Jackson, James Eyre	Tullidoey	esquire	4	4
Jackson, Jane	Warrington	spinster	1	1
Jackson, John	Liverpool	gentleman	15	15
Jackson, John	Lancaster	esquire	30	30
Jackson, Thomas	Smyrna	merchant	10	10
Jackson, William	Lowther	D.D.	12	12
James, Thomas	Liverpool	gentleman	2	2
Jameson, John, the elder	Dublin	esquire	10	10
Janson, William	Tottenham	ditto	5	5
Janson, William, the younger.	Ditto	gentleman	5	5
Jenkins, Henry	Colchester	clerk	1	1
Jepson, Richard	Heaton-Norriss	gentleman	5	5
Johnson, Edward	Liverpool	ditto	4	4
Johnson, John, and Thomas Johnson.	Runcorn	gentlemen	5	5
Johnson, Thomas	Ditto	merchant	5	5
Johnson, Thomas	Liverpool	gentleman	2	2
Johnson, William	Coleshill	excise-officer	3	3
Johnson, William, the younger.	Manchester	land-surveyor	3	3
Jolly, Laureant	Geneva	esquire	1	1
Jones, Benjamin Heywood	Liverpool	banker	5	5
Jones, Christopher Hird	Ditto	goldsmith	105	105
Jones, Edward	Ditto	merchant	15	15
Jones, Edward	Ditto	grocer	15	15
Jones, Edward	Chester	proctor	10	10
Jones, Ellis	Liverpool	surgeon	5	5
Jones, Elizabeth	Walton de Dall	-	4	4
Jones, John	Everton	merchant	5	5
Jones, John	Liverpool	master mariner	5	5
Jones, Martha	Ditto	widow	10	10
Jones, Richard H., and Benjamin H. Jones.	Ditto	bankers	3	3
Jones, Robert, and Edward Humble.	Ditto	gentlemen	39	39
Jones, Susan Kenyon	Ditto	spinster	20	20
Jones, William	Ditto	merchant	25	25
Jourdon, Edward	Stock Exchange	gentleman	29	29
Joycey, Edward	Bishop Sutton	master mariner	5	5
Ironside, Charles	Liverpool	merchant	20	20
Irving, Joseph	Ditto	gentleman	5	5
Irwin, Robert	Ditto	warehouseman	2	2
		£.	489	489

Appendix, No. 32.

Proprietors of 100*l.* Shares.

Name.	Residence.	Description.	£. 100.	£. 25.
Kay, Alexander	Manchester	solicitor	10	10
Kay, John	Ditto	merchant	5	5
Kaye, Ann	Ormskirk	widow	4	4
Keightley, William Tristram	Liverpool	gentleman	15	15
Kemball, Vero Clarke	London	ditto	15	15
Kempson, Samuel	Birmingham	esquire	6	6
Kennard, John	Lombard-street	ditto	35	35
Kennedy, James	Liverpool	engineer	6	6
Kenny, Edward Rogers	Ditto	gentleman	6	6
Kenrick, Archibald	West Bromwich	ironfounder	10	10
Kenrick, A., the younger	Ditto	ditto	10	10
Korshaw, Thomas	Ormskirk	gentleman	30	30
Kirshaw, William	Halifax	esquire	6	6
Kevan, Nathan	Liverpool	pawnbroker	2	2
Killick, Henry	Ditto	merchant	32	32
King, Alfred	Ditto	engineer	5	5
King, George	Wapping	gentleman	2	2
King, John	Manchester	woollendraper	10	10
King, Joseph	Liverpool	sharebroker	14	14
King, William	Wapping	gentleman	5	5
Kingsbury, Thomas	New Bond-street	cutler	1	1
Kirkman, John	Liverpool	gentleman	1	1
Kirkwood, Charles	Ditto	ditto	10	10
Kirwan, Margaret	Chapel-street	widow	3	3
Kitching, John	Milnthorp	esquire	5	5
Knight, Frances	Marylebone	spinster	3	3
Knott, Joseph	Manchester	oil-merchant	60	60
Knowles, Catherine	Liverpool	widow	10	10
Knowles, George Talbot	Stockport	manufacturer	15	15
Knowles, Lionel Phillips	Liverpool	merchant	55	55
Knowles, Joseph	Ditto	servant	2	2
Knowles, Mary	York	spinster	1	–
Knox, Charles Henry	Of the 85th regiment	esquire	30	30
Knyvett, William	Hyde Park Terrace	ditto	5	5
Krauss, William	Manchester	calenderer	10	10
		£.	439	438
Lacy, Henry Charles	Manchester	coach-master	40	40
Ladbury, Robert	Newton	agent	15	15
Lamb, David	Liverpool	merchant	30	30
Lambe, David	Hereford	esquire	3	3
Lamb, Joseph	Birmingham	accountant	1	1
Lamb, William	Saltmarshe	gentleman	3	3
Langton, Joseph	Liverpool	banker	99	99
Large, James	Malpas, Cheshire	esquire	3	3
Lassell, William	Liverpool	wine-merchant	5	5
Lassell, W., the younger	Ditto	brewer	6	6
Lasserre, Henry	Geneva	esquire	4	4
Latham, John	Wavertree	surgeon	15	15
Latham, William	Liverpool	merchant	10	10
Lawn, Robert	Ditto	excise-officer	2	2
Lawrence, Abraham	Bath	esquire	5	5
Lawrence, George Hall	Liverpool	merchant	10	10
Leadsom, Thomas	Ditto	victualler	1	1
Leatham, William	Wakefield	esquire	30	30
Leathom, Henry	Liverpool	gentleman	4	4
Lee, William	Liverpool	ditto	5	5
Lees, James	Dukenfield	esquire	30	30
Lees, Nathaniel	Ditto	gentleman	20	20
Lees, Sophia, now wife of William Baldwin, of	Manchester	esquire	5	5
Leece, Edward	Preston	coach-builder	4	4
Leece, Edwin	Walton	gentleman	2	2
Leece, John	Ditto	ditto	2	2
Le Double, Pierre Gabriel	Geneva	esquire	4	4
Ledsam, Daniel	Birmingham	ditto	20	20
Ledsam, Joseph Frederick	Edgbaston	ditto	50	50
Ledson, Robert	Everton	cooper	10	10
Lefort, Alfred	Geneva	esquire	4	4

(*continued*)

Appendix, No. 32.

Proprietors of 100 *l.* Shares.

NAME.	RESIDENCE.	DESCRIPTION.	£. 100.	£. 25.
Leftwich, Richard	Liverpool	baker	5	5
Leicester, Peter	Altringham	solicitor	10	10
Leigh, Ann	Warrington	widow	2	2
Leigh, Thomas Gerard	Liverpool	clerk	8	8
Lenox, William Crawford	Ditto	merchant	2	2
Leonard, Patrick	Liverpool	gentleman	5	5
Letchworth, Henry Finch	Reading	woollendraper	1	1
Lever, Joshua	Bolton	gentleman	10	10
Lewis, Edward	Everton	servant	2	2
Leycester, Ralph	Toft, Cheshire	esquire	10	—
Leycester, Wm. Wrixon	Cork	gentleman	4	4
Lidiale, Ann	Liverpool	victualler	1	1
Leyland, Richard	Ditto	esquire	15	15
Linnell, Richard	Stow	grazier	5	5
Liotard, Francis Isaac A.	Geneva	esquire	2	2
Lister, Ellis Cunliffe	Bradford	ditto	20	20
Listor, John	Blackburn	ditto	6	6
Listor, John, the younger	Everton	ditto	3	3
Litton, Jane	Warrington	spinster	5	5
Litton, Joseph	Ditto	fife manufacturer	10	10
Litton, Joseph, and William Litton.	Ditto	corn merchants	10	10
Litton, Mary	Ditto	spinster	5	5
Lloyd, Robert Walkin	Tamworth	clerk	2	2
Lochett, Jane	Grosall	spinster	2	2
Lomas, Thomas	Manchester	silk manufacturer	5	5
Lombard, John Eloi	Geneva	esquire	5	5
Lowe, Alfred	Manchester	merchant	5	5
Lowe, Thomas	Edgbaston	coachfounder	10	10
Lowndes, Matthew D., and James Robinson.	Liverpool	gentlemen	5	5
Loxham, Richard	Ditto	clerk	25	25
Loyd, Edward	Manchester	banker	218	218
Lucas, Christopher	Ditto	coach proprietor	5	5
Lullin, Paul Eliza	Geneva	esquire	5	5
Lynch, Gerrard	Liverpool	merchant	7	7
Lyon, Edmund Brock	Ditto	ditto	3	3
Lyon, James Ratcliffe	Rector of Palford		10	10
Lyon, Joseph	Liverpool	merchant	5	5
		£.	895	885
Maccausland, John	Newton, Somwade	esquire	3	3
Mackdonald, James	Birkenhead	gentleman	5	5
Macfarlane, John	Manchester	merchant	10	10
Mackay, Hugh	Liverpool	gentleman	2	2
Mackell, John James	Park-lane	ditto	2	2
Macmorine, George	Liverpool	merchant	6	6
Madden, Dennis	Ditto	gentleman	2	2
Madden, Henry Martin	Hertford-street	esquire	5	5
Malin, John	Warrington	gentleman	4	4
Mallett, John Lewis	Somerset House	esquire	3	3
Mann, William	Liverpool	grocer	5	5
Mantle, Thomas Jackson	Bridgnorth	gentleman	5	5
Mardon, Thomas Tod	Wimpole-street	esquire	15	15
Marsham, Rev. Edward	Sculthorpe	clerk	10	—
Marriott, John	Liverpool	broker	50	50
Marriott, John, and Thomas Rogers.	Ditto	merchants	5	5
Marriott, Wilson	Kendal	druggist	6	6
Marsh, Eliza	Llanidloes	spinster	2	2
Marsh, John	Sheffield	gentleman	5	5
Marsh, William	Ditto	merchant	6	6
Martin, Thomas	Ormskirk	cabinet-maker	6	6
Marshall, James Earnshaw	Liverpool	esquire	173	173
Marshall, William	Preston	ditto	50	50
Martin, George Robert	Old Bond-street	banker	2	2
Marwood, Edward	Liverpool	merchant	5	5
Mather, Jane	Ditto	spinster	10	10
Mason, Julia	Ditto	ditto	9	9

Appendix, No. 32.

Proprietors of 100*l.* Shares.

Name.	Residence.	Description.	£.100.	£.25.
Massey, Edward John	Liverpool	gentleman	4	4
Massie, George Robert	Ditto	ditto	1	1
Massie, Richard	Ditto	merchant	17	17
Maud, Edward Barnes	Daventry	watchmaker	2	2
Maude, Margaret	Ambleside	spinster	2	2
Maudesley, Thomas Woods	Liverpool	gentleman	5	5
May, Catherine	Ditto	spinster	1	1
Mayson, John	Manchester	cotton merchant	15	15
Mayson, William Ashburne	Ditto	ditto	13	13
Maxwell, Alexander	Liverpool	merchant	10	10
Maxwell, George	Ditto	ditto	5	5
Maxwell, Wellwood	Ditto	ditto	8	8
M'Cormick, William	Upper Gower-street	esquire	15	15
M'Cullock, John	Liverpool	surgeon	10	10
M'Cullock, Samuel	Ditto	ditto	10	10
M'Clellan, Alexander	Ditto	draper	10	10
M'Clelland, James	Glasgow	accountant	8	8
M'Craxan, William	Liverpool	merchant	6	6
M'Creight, William Walkinshaw.	Winslow	clerk	5	5
M'Gregor, Daniel	Liverpool	teacher	6	6
M'Gregor, James	Ditto	banker	258	258
M'Iver, David	Ditto	gentleman	5	5
M'Clean, David	Ditto	ditto	4	4
M'Laughlin, William John	Roscommon	esquire	10	10
M'Murdo, Charles	Liverpool	broker	10	10
M'Murdo, Hannah	Ditto	widow	5	5
M'Neill, Robert	Ditto	merchant	10	10
M'Neilledge, Daniel	Ditto	landing-waiter	8	8
Mellor, John, and Joseph Weston.	Ditto	flour-dealers	24	24
Melly, Andrew	Ditto	merchant	5	5
Melville, Alexander	Dumfries	M.D.	6	6
Mercer, John	Liverpool	accountant	3	3
Messenger, Samuel	Birmingham	gentleman	2	2
Meynell, George	York	esquire	2	2
Micheli, François Jules	Geneva	ditto	10	10
Micheli, Horace Louis	Ditto	ditto	4	4
Midgley, James	Rochdale	merchant	105	105
Midgley, John	Ditto	ditto	30	30
Mills, Charles	Lombard-street	banker	20	20
Miln, James	Brington	surveyor	3	3
Milner, Elizabeth	Liverpool	spinster	10	10
Milner, Mary P. J.	Ditto	ditto	2	2
Milner, Susan	Ditto	ditto	8	8
Milner, William	Ditto	manufacturer	3	3
Molineaux, Boulton	Warrington	hat-manufacturer	20	20
Molyneaux, John	Manchester	joiner	3	3
Molyneux, Anthony	Liverpool	esquire	10	10
Molyneux, Anthony L.	Ditto	gentleman	10	10
Molyneux, John C.	Kirkdale	ditto	5	5
Molyneux, Wm. Crichlow	Liverpool	merchant	216	216
Moon, Ann	Little Queen-street	widow	1	1
Moon, Ann	Newton	spinster	2	2
Moon, Edward	Liverpool	merchant	25	25
Moon, James	Ditto	ditto	15	15
Moon, James, and others	Ditto	ditto	235	235
Moon, Richard	Ditto	ditto	48	48
Moon, Rich., the younger, and Robert Moon, of Cambridge, Esq.	Ditto	ditto	6	6
Moore, John	Ditto	ditto	3	3
Moore, Robert William	Bank Chambers	gentleman	10	10
Moore, Sarah	Liverpool	-	1	1
Moorsom, Constantine Rich.	Birmingham	captain, R.N.	60	60 "
Moorsom, Robert	Knightsbridge	esquire	10	10
Mooresom, William	Whitby	ditto	10	10
Mooresom, William Scarth	Cheltenham	ditto	20	20
Morgan, William	Carcumamon	gentleman	10	10
Morland, Alice	Liverpool	widow	2	2
Morris, Edward	Stone	watchmaker	3	—

Appendix, No. 32.

Proprietors of 100 *l.* Shares.

NAME.	RESIDENCE.	DESCRIPTION.	£. 100.	£. 25.
Morris, Thomas	Liverpool	gentleman	10	10
Mottershaw, John, deceased, and James Whittle.	Great Heywood	ditto	5	5
Mottram, Abraham	Warrington	tanner	5	5
Mouncey, Daniel	Burton, Leeds	upholder	5	5
Mozley, Charles	Liverpool	banker	15	15
Mozley, Lewin	Ditto	ditto	47	47
Muller, John Frederick	Ditto	merchant	20	20
Muir, James	Ditto	ditto	17	17
Mure, Hugh	Ditto	ditto	30	30
Murray, Mary	Dysart	spinster	30	30
Murray Thomas, and Henry Murray.	Liverpool	merchants	10	10
Musgrove, Harry	Ditto	gentleman	5	5
Muspratt, James	Ditto	chemist	5	5
Myers, Jane	Ditto	spinster	15	—
		£.	2,040	2,012
Taylor, Martha F. and Anna Jemima Naylor.	Altringham	spinsters	3	3
Neild, William	Manchester	calico printer	38	38
Newbery, Thomas	Ditto	clerk	10	10
Newby, James	Cark Milnthorpe	gentleman	5	5
Newman, Alfred	Jermyn-street	ditto	1	1
Newman, George	Leominster	druggist	2	2
Newman, William	Dartmouth	esquire	5	5
Newsham, Richard	Preston	ditto	6	6
Newsham, Rd., the younger	Ditto	ditto	5	5
Nicholas, John	Liverpool	gentleman	2	2
Nicklin, Edward	Birmingham	wire-drawer	5	5
Nickson, William	Liverpool	shipbuilder	24	24
Nixon, Thos., the younger	Ditto	fruit merchant	6	6
Norcliffe, Charlotte Norcliffe	York	spinster	2	2
Norcliffe, Isabella N.	Ditto	ditto	3	3
Norcliffe, Norcliffe	Ditto	lieutenant-colonel	10	10
North, John, and others	Liverpool		100	100
		£.	227	227
Odier, Pierre	Geneva	LL.D.	2	2
O'Ferrall, James	Dublin	esquire	4	4
Ogilvy, Alexander C.	Chester-street	ditto	1	1
O'Hara, James	Galway	ditto	21	21
O'Hara, Robert	Ditto	major, 88th regiment	10	10
Oldershaw, Charles	Manchester	esquire	5	5
Oliverson, Robert	London	insurance broker	2	2
Ollivant, John Josiah	Manchester	merchant	30	30
Ollivant, Tho. Whittenbury	Ditto	ditto	25	25
Olverson, Mary	West Derby	spinster	5	5
Ord, Mark	Stock Exchange	gentleman	30	30
O'Reilly, Farrell	Mullingar	M. D.	10	10
Orford, Thos., the younger	Liverpool	merchant	5	5
Ormerod, George	Rochdale	ditto	10	10
Ormerod, John	Ditto	ditto	24	24
Ormerod, Richard	Manchester	manufacturer	1	1
Osborne, Richard	Liverpool	excise officer	5	5
Osborne, William	St. Katherine's Dock	ditto	6	6
Oughterson, Elizabeth	Liverpool	widow	5	5
Osler, James	Truro	esquire	10	10
		£.	211	211
Paccard, Bartholemy	Paris	banker	7	7
Packe, Charles William	Leicester	esquire, M. P.	22	22
Paget, Joseph	Loughborough	esquire	10	10

Name.	Residence.	Description.	£.100.	£. 25.
Palmer, Lucas	Birmingham	excise officer	2	2
Pape, John	Grantham	grocer	2	2
Parker, Charles	Bedford-row	solicitor	5	5
Parker, Francis	Manchester	merchant	62	62
Parker, James	Lincoln's-inn	barrister	15	15
Parker, William	Penrith	esquire	20	20
Parker, William	Liverpool	gentleman	5	5
Parkinson, George Henry	Ditto	ditto	4	4
Parr, John	Ditto	surgeon	12	12
Parr, Richard	Oughton, Ormskirk	gentleman	5	5
Parr, Thomas	Warrington	banker	30	30
Parr, William	Liverpool	gentleman	3	3
Parr, William Henry	Ditto	merchant	3	3
Parsons, Elizabeth	Newport	spinster	5	5
Parsons, John Meeson	Raymond-buildings	gentleman	36	36
Parsons, Thomas	Newport	esquire	15	15
Parsons, Joseph	Kingswood	farmer	1	1
Paton, William James	Liverpool	gentleman	1	1
Patten, Edward	Ditto	ditto	3	3
Paterson, Richard	Stock Exchange	ditto	18	18
Patterson, James	Dublin	esquire	3	3
Pattinson, John	Liverpool	currier	2	2
Peacock, Richard	Furnival's-inn	gentleman	3	3
Pearson, James	Birmingham	ditto	12	12
Pease, Elizabeth	Feetham's, Darlington	spinster	10	10
Pease, Joseph	Ditto	esquire	202	202
Pedder, Eliza	Preston	widow	2	2
Pedder, James	Ditto	banker	20	20
Peel, Jonathan	Buckingham	lieutenant-colonel	10	10
Peel, Robert John	Burton	manufacturer	5	5
Pegg, Joseph	Leicester	hosier	20	20
Pein, Edward	Manchester	gentleman	5	5
Pennington, Thomas	Liverpool	surgeon	5	5
Pennington, John	Ditto	merchant	50	50
Peppitt, William	Ditto	wine and spirit-dealer	1	1
Percival, Stanley O.	Ditto	merchant	10	10
Perfect, Robert	Bath	esquire	40	40
Perfect, William Mosley	Pontefract	gentleman	3	3
Perrin, William	Warrington	book-keeper	5	5
Perris, John	Liverpool	gentleman	3	3
Perris, Thomas	Ditto	ditto	1	1
Peters, Ralph	Blackburn	esquire	17	17
Pettingal, Geo. Hanbury	Shrewsbury	clerk	15	15
Phillips, Shakespeare	Manchester	merchant	15	15
Phillips, Henry	Hart-street	gentleman	10	10
Phillips, Samuel	Birmingham	hatter	5	5
Phillips, Thomas	Brunswick-square	esquire	10	10
Phillips, William	Birmingham	butcher	7	7
Philpott, John	Finsbury-place	grocer	3	3
Phipson, William	Birmingham	esquire	10	10
Pickering, George	Chester	artist	5	5
Pickmere, John Richard	Warrington	attorney	5	5
Pickup, James	Manchester	merchant	100	100
Pierrepont, The Right Hon. Henry.	Coubolt Park	-	10	—
Pierepoint, Benjamin	Warrington	maltster	10	10
Pierepoint, James	Ditto	builder	5	5
Pigott, William	Rynn, Mount Mellich	esquire	1	1
Pike, Ebenezer	Cork	ditto	64	64
Plunkett, Thomas	Liverpool	gentleman	2	2
Poole, Henry Wynne	Manchester	major	15	15
Porter, James	Liverpool	grocer	2	2
Porter, Thomas	Bond-street	captain, R. N.	50	50
Potter, William	Liverpool	merchant	1	1
Powys, Helen Tobin	Creekhowel	widow	4	4
Prance, Robert	Stock Exchange	gentleman	5	5
Pratt, James	Woodside, Cheshire	ditto	5	5
Preston, William Robert	Liverpool	ironfounder	10	10

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Proprietors of 100 *l.* Shares.

NAME.	RESIDENCE.	DESCRIPTION.	£. 100.	£. 5.
Preston, Edward Rushton	Liverpool	gentleman	3	3
Prevost, George	Ditto	merchant	5	5
Prevost, John Lewis	Cateaton-street	ditto	36	36
Pritchard, Daniel	King's Norton	contractor	5	—
Prince, Samuel	Manchester	grocer	10	10
Prince, William Ralph	Liverpool	gentleman	2	2
Pritt, John	Ditto	ditto	1	1
Prosser, Samuel	Blackheath	clerk	5	5
Pugh, Arthur	Smithstown	esquire	5	5
			1,166	1,151
Quirk, Philip	Customs, Liverpool	gentleman	8	8
Raby, William	Manchester	manufacturer	10	10
Rae, Ebenezer	Liverpool	merchant	19	19
Rake, Bevan	Shaftesbury	gentleman	30	30
Ralph, Andrew	Liverpool	basket-maker	5	5
Ralston, James	Disley	engraver	5	5
Ramsden, George	Liverpool	merchant	20	20
Ramsden, Richard	Brook-street	sugar refiner	10	10
Rathbone, Richard	Liverpool	merchant	30	30
Rathbone, Theodore W.	Prescot	ditto	100	100
Rathmell, William	Gildersome	gentleman	40	40
Rawson, Benj., the younger	Bolton	esquire	60	60
Rawson, Richard	Liverpool	gentleman	2	2
Rawstorne, Catherine	Stockton-on-Tees	spinster	2	2
Rawstorne, Robert Atherton	Preston	clerk	10	10
Ray, James	Sheffield	surgeon	10	10
Raymond, Victor	—	paymaster, 27th Foot	1	1
Reade, James	Clement's-lane	esquire	8	8
Read, Thomas	Liverpool	broker	2	2
Redhead, Elizabeth	Salford	widow	5	5
Redish, Elizabeth	Liverpool	spinster	1	1
Redish, Jane	Ditto	ditto	2	2
Reeves, John Gibson	Birmingham	merchant	10	10
Reiss, Leopold	Manchester	ditto	25	25
Reveley, Thomas	Kirkland	solicitor	10	10
Revilliod, John	Geneva	esquire	3	3
Reyner, Alfred	Ashton-under-Lyne	cotton-spinner	10	10
Reynolds, Mary Ann	Birmingham	spinster	1	1
Reynolds, William	Liverpool	M. D.	2	2
Richards, Hope	Ditto	widow	3	3
Richards, John	Kendall	gentleman	15	15
Richardson, James	Glasgow	accountant	4	4
Richardson, John	Liverpool	eatinghouse-keeper	10	10
Richardson, John	Ditto	clothier	15	15
Richardson, J., the younger	Ditto	broker	1	1
Richardson, Mervyn	Ditto	esquire	4	4
Ridgway, John Withinshaw	Manchester	gentleman	5	5
Rigg, Edward	Liverpool	esquire	10	10
Rigg, Mary Ann	Ditto	spinster	2	2
Rigg, William	Worsley	clerk	8	8
Rigot, Amêdée	Geneva	esquire	3	3
Riley, Benjamin Scott	Walton-on-the-Hill	ditto	22	22
Rivier, Theodore	Geneva	ditto	5	5
Roberts, Hugh	Mold	gentleman	13	13
Robinson, George	Liverpool	bookseller	5	5
Robinson, Richard Spufford	Ditto	gentleman	5	5
Robinson, Robert, and Joseph Reddish, the younger.	Ditto	gentlemen	20	20
Robinson, Thomas	Kendal	grocer	5	5
Robinson, Henry Ellythorp	Liverpool	cotton-broker	40	40
Roe, Charles	Pencraig	clerk	14	14
Roe, Mary	Liverpool	solicitor	3	3
Rogers, Thomas	Ditto	broker	5	5
Rolleston, Samuel	Lombard-street	esquire	15	15
Roscoe, Henry	Liverpool	barrister	5	5
Roskell, Robert	Ditto	watchmaker	95	95

Name.	Residence.	Description.	£.100.	£.25.
Roskell, R., the younger	Liverpool	watchmaker	1	1
Ross, John	Inverness	merchant	15	15
Rosson, James	Liverpool	soap-boiler	25	25
Rotherham, William	Ditto	merchant	21	21
Rothery, William	Leeds	printer	2	2
Rowe, William	Hanbury	gentleman	2	2
Rowles, Henry	Stratton-street	esquire	10	10
Roy, Frederick Lewis	Edinburgh	ditto	5	5
Roy, William	Liverpool	merchant	10	10
Ruddle, George	Tewkesbury	esquire	5	5
Russell, Alexander	Mill Bank	gentleman	1	1
Rutson, William	Northallerton	esquire	100	100
Rylands, John	Warrington	manufacturer	20	20
Ryley, Eliza, now wife of William Crossfield.	Liverpool	wholesale grocer	5	5
Ryley, James	Ditto	sailmaker	20	20
Ryley, James, the younger	Ditto	cotton-broker	40	40
Ryley, Jane	Ditto	spinster	5	5
		£.	1,052	1,052
Salisbury, Nicholas	Liverpool	esquire	10	10
Saltmarshe, Arthur	Gracechurch-street	ditto	45	45
Saltmarshe, Christopher	Everton	ditto	250	250
Saltmarshe, Philip	Saltmarshe	ditto	130	130
Salvin, William Thomas	Croxdale, Durham	ditto	10	10
Samuel, Lewis	Liverpool	silversmith	3	3
Samuel, Morris L., and Joseph Kess.	Ditto	ditto	6	6
Sandbach, Samuel	Ditto	merchant	62	62
Sandom, John	Clerkenwell	gentleman	5	5
Sands, Thomas	Liverpool	merchant	10	10
Sangster, William Bruce	Ditto	gentleman	3	3
Satterthwaite, Benjamin	Lancaster	ditto	10	10
Satterthwaite, Jas. C.	Ditto	esquire	5	5
Satterthwaite, John	Ulverstone	iron-founder	10	10
Satterthwaite, Michael	Salford	merchant	8	8
Savage, Matilda	Stroud	spinster	3	3
Saul, George	Brunstock	esquire	30	30
Say, Elizabeth	Leigh	spinster	10	10
Schlottner, Ferdinand	Manchester	merchant	50	50
Scarr, Robert	Ditto	esquire	10	—
Scholfield, George	Liverpool	brewer	3	3
Scholfield, Hugh	Ditto	gentleman	1	1
Scholfield, John	Ditto	wine-merchant	4	4
Schuster, Henry	Ulverstone	coal-merchant	3	3
Scoresby, William	Exeter	clerk	10	10
Scott, Joseph	Market Harbro'	gentleman	3	3
Scott, Russell	Lambeth	ditto	45	45
Scovel, Sir George	Sandhurst	K.C.B.	10	10
Segar, Edward	Liverpool	merchant	10	10
Segar, Henry	Ditto	gentleman	10	10
Selden, David	Ditto	merchant	6	6
Sell, James	Grosvenor-square	gentleman	1	1
Serjeantson, Peter	Liverpool	ditto	10	10
Sharp, John	Warrington	surgeon	15	15
Sharp, William	Lancaster	esquire	8	8
Shaw, James S.	Long Buckley	gentleman	1	1
Shaw, John	Liverpool	labourer	1	1
Shaw, Thomas	Ditto	esquire	5	5
Shaw, William	Kensington	gentleman	10	10
Sheldon, Richard	Birmingham	factor	5	—
Shepherd, Richard	Warrington	saddler	15	15
Sherlock, Randall & Co.	Liverpool	gentleman	6	6
Sherwin, Lydia A.	Enfield	widow	2	2
Shield, Charles	Liverpool	merchant	42	42
Shuttleworth, James	Manchester	gentleman	20	20
Shuttleworth, John	Ditto	cotton-merchant	40	40
Sidebottom, George	Ditto	esquire	10	10
Sidebottom, Joseph	Ditto	ditto	10	10

(*continued*)

Appendix, No. 32.

Proprietors of 100 *l.* Shares.

NAME.	RESIDENCE.	DESCRIPTION.	£.100.	£.25.
Sim, Joseph	Warrington	yeoman	10	10
Sim, Marie Antoinette	Geneva	widow	5	5
Simpson, James	Blackburn	esquire	350	350
Simpson, Mary	Manchester	widow	2	2
Sinclair, Peter	Bolton	esquire	20	20
Skerritt, Catherine	Liverpool	-	1	1
Slack, Samuel	Bradford	clerk	25	25
Slade, Robert	Chepstow	gentleman	3	3
Slater, Thomas	Birmingham	yeoman	4	4
Slater, Mary	Uttoxeter	-	2	2
Slous, Frederick L.	Stock Exchange	gentleman	5	5
Smart, William	Temple	solicitor	20	20
Smith, Benjamin	Talysarn	gentleman	70	70
Smith, Edward	Sheffield	esquire	45	45
Smith, Frederick	Manchester	ditto	20	20
Smith, Grace	Carnarvon	spinster	3	3
Smith, Henry	Edgbaston	esquire	2	2
Smith, James Holbrook	Liverpool	merchant	2	2
Smith, John	Warrington	grocer	10	10
Smith, John Benjamin	Manchester	gentleman	20	20
Smith, Joseph	Ditto	merchant	10	10
Smith, Joseph	Ditto	ditto	20	20
Smith, Robert	Edgbaston	gentleman	30	30
Smith, St. George	Drogheda	ditto	15	15
Smith, Samuel	Bungay	ditto	1	1
Smith, Samuel	Manchester	merchant	80	80
Smith, Thomas	Ditto	ditto	100	100
Smith, Thomas B. C.	Dublin	esquire	10	10
Smith, William	Liverpool	merchant	20	20
Smyth, Ralph	Drogheda	gentleman	10	10
Snowden, John	Exthorpe	merchant	10	10
Solly, Isaac	St. Mary Axe	ditto	10	10
Somerset, Thomas	Doncaster	flour-dealer	2	2
Southall, John	Leominster	gentleman	3	3
Southall, Samuel	Ditto	grocer	5	5
Southall, Thomas	Birmingham	druggist	5	5
Southall, William	Ditto	gentleman	6	6
Southern, Henry	Liverpool	ditto	10	10
Southern, Emily	Ditto	spinster	30	30
Sparling, Emma Anne	Petton	ditto	1	1
Speight, Robert	Kendall	gentleman	4	4
Stacey, George	Holborn	chemist	5	5
Standish, William	Warrington	maltster	5	5
Stranger, Joshua	Wandsworth	esquire	20	20
Stanners, Caroline	Portarlington	spinster	2	2
Stanners, James	Lisburn, Antrim	dean of Ross	20	20
Stavert, William	Greenhead, Tranent	esquire	15	15
Stephenson, George	Ashby	civil engineer	20	20
Stephenson, Robert	London	ditto	30	30
Stewart, David	Galloway	gentleman	10	10
Stewart, John	Liverpool	merchant	20	20
Stewart, Thomas	Ditto	ditto	25	25
Stock, John	Ditto	cotton broker	15	15
Stockdale, James	Carke	esquire	25	25
Stokes, John	Ashbourne	ditto	20	20
Stokes, Josiah	Liverpool	merchant	15	15
Stopford, Richard Bruce	Kettering	clerk	5	5
Stontz, Jean Francis Fred.	Geneva	gentleman	4	4
Stretch, William	Warrington	ditto	2	2
Strother, Thomas Benedict	Leeds	ditto	1	1
Strutt, Anthony	Makeney	cotton-spinner	20	20
Strutt, George Benson	Ditto	ditto	20	20
Strutt, Jedediah	Ditto	ditto	10	10
Strutt, John	Ditto	ditto	20	20
Strutt, Joseph	Derby	ditto	20	20
Stuart, Robert	Manchester	gentleman	5	5
Stubs, William	Warrington	file manufacturer	45	45
Sturge, Charles	Birmingham	commission merchant	5	5
Sturge, Edmund	Ditto	chemist	30	30
Sturge, Esther	New Kent-road	spinster	2	2
Sturge, George	Ditto	esquire	10	10

Appendix, No. 32.

Proprietors of 100 *l.* Shares.

Name.	Residence.	Description.	£. 100.	£. 25.
Sturge, John	Birmingham	chemist	60	60
Sturge, Joseph	Ditto	commission merchant	25	25
Stych, Benjamin	Ditto	gentleman	1	—
Styche, James	Liverpool	corn dealer	5	5
Sumner, John	Rochdale	minister	15	15
Sutton, Amy, wife of George Sutton.	Liverpool		3	3
Sutton, Ashton	Ditto	merchant	7	7
Sutton, John Kevan	Ditto	drysalter	5	5
Swainson, Anthony	Ditto	merchant	6	6
Swainson, Charles	Walton-le-Dale	esquire	47	47
Swainson, Jane	Liverpool	spinster	5	5
Swainson, John	Preston	merchant	8	8
Swainson, Mary	Liverpool	spinster	5	5
Swainson, Susannah	Ditto	ditto	5	5
Swainson, Wm. Bradshaw	Walton	esquire	5	5
Swanwick, Frederick	Chesterfield	engineer	5	5
Swift, John	Liverpool	esquire	25	25
Symes, Mary Ann	Bangor	spinster	60	—
		£.	2,696	2,620
Talbot, The Hon. John	-- Great George-street Westminster.		5	5
Tartt, William M'Dowall	Liverpool	gentleman	3	3
Tate, Juliana, wife of Paul Tate.	Nice, Italy		8	8
Tatham, Richard Trotter	Kirkby Lonsdale	esquire	10	10
Tayleur, Charles	Liverpool	merchant	299	299
Tayleur, John	Buntingsdale	esquire	120	120
Tayleur, W. Houlbrooke	Liverpool	merchant	4	4
Tayler, John James	Manchester	clerk	5	5
Taylor, Andrew	Liverpool	merchant	10	10
Taylor, Edgar	Bedford-row	esquire	7	7
Taylor, James	Halifax	surgeon	35	35
Taylor, Jane	Rochdale	spinster	5	5
Taylor, Joseph Crossley	Halifax	surgeon	45	45
Taylor, Samuel	Rochdale	gentleman	10	10
Taylor, John Edward	Manchester	printer	20	20
Teape, Tobiah	Tower-hill	ditto	10	10
Tetley, Thomas	Liverpool	perfumer	15	15
Thackwell, Joseph	Gloucester	lieutenant-colonel	6	6
Thomas, Ann	Dublin	spinster	4	4
Thomas, Ann	Douglas	ditto	1	1
Thomas, Benjamin	Liverpool	merchant	30	30
Thomas, James	Ditto	servant	1	1
Thomas, Joseph	Ditto	gentleman	5	5
Thomas, Isaac	Bicester	ditto	1	1
Thomas, Louisa	Douglas	spinster	1	1
Tindall, Richard	Coventry	excise-officer	2	2
Tipping, Hannah	Liverpool	tea-dealer	2	2
Tipping, John	Ditto	merchant	35	35
Tod, Jane	Moffat	widow	20	20
Tod, Thomas	Melrose	esquire	30	30
Tomkins, Henry Weston	Liverpool	gentleman	1	1
Tooke, Thomas	Old Broad-street	merchant	10	10
Tooke, William	Russell-square	esquire	10	10
Towgood, Henry	Stock Exchange	gentleman	2	2
Towgood, William	Cardiff	ditto	10	10
Townley, Charles Haswell	Liverpool	captain, R. N.	10	10
Townsend, R. Lateward	Ditto	clerk	5	5
Townsend, William Charles	London	esquire	5	5
Trail, Margaret	Edinburgh	spinster	2	2
Travis, Richard	Liverpool	linen draper	8	8
Trewhitt, Henry	Newcastle-upon-Tyne	esquire	20	20
Trevelyan, Lady Maria, wife of Sir John Trevelyan	Wallington	baronet	2	2
Tubman, Jane	Liverpool	spinster	4	4
Tunstall, Elizabeth	Skinner-street	ditto	1	1
Turner, Ann	Warrington	ditto	1	1

Appendix, No. 32.

Proprietors of 100 *l.* Shares.

NAME.	RESIDENCE.	DESCRIPTION.	£. 100.	£. 25.
Turner, Charles, and Thomas Turner.	Liverpool		10	10
Turner, Francis	Doncaster	shoemaker	2	2
Turner, James	Knutsford	clerk	5	5
Turner, John	Warrington	M. D.	10	10
Turner, Thomas	Lincoln's Inn	esquire	29	29
Tuton, Edward	Liverpool	gentleman	5	5
Twemlon, Thomas	Peat's-wood	ditto	10	10
Turnaine, John	Liverpool	merchant	3	3
Twining, William	High Seacombe	gentleman	8	8
Tyers, Thomas Tyers	Leicester-square	esquire	10	10
Tymbs, Harvey Berrow	Worcester	printer	15	15
Tyson, William	Liverpool	merchant	5	5
		£.	953	952
Vanderhorst, T. Cooper	Clifton	esquire	30	30
Vanhouse, J., the younger	Mincing-lane	broker	4	4
Van Zeller, John	Liverpool	merchant	2	2
Vaudrey, Edward	Ditto	broker	99	99
Vaughan, Thomas	Great Portland-street	esquire	5	5
Vere, John Holton	Kilburn	cabinet-maker	5	5
Vernon, Granville Harcourt	Retford	esquire	12	12
Viensseux, Anne Gaspard	Geneva	ditto	3	3
Vyner, Henry	St. James's-square	ditto	2	2
		£.	162	162
Wadkin, John	Manchester	insurance agent	4	4
Wainwright, T. Wiatt	Everton	surgeon	5	5
Wakefield, Edw. William	Kendal	banker	100	100
Wakefield, Jacob	Ditto	ditto	30	30
Wakefield, John	Ditto	ditto	30	30
Wakefield, John, and others	Ditto	bankers	100	100
Wakefield, Mary	Sedgwick	spinster	5	5
Walcot, John Edward	Bath	captain, R. N.	12	12
Walduck, Patience, and Elizabeth Walduck.	Birmingham	spinsters	3	3
Walker, James	Sand Hutton, York	esquire	100	100
Walker, James, and Josh. Robinson Pease.	Ditto	gentlemen	1	1
Walker, Jane	Beverley	widow	1	1
Walker, John	Birmingham	merchant	25	25
Walker, John	Rawdon, Leeds	gentleman	10	10
Walker, John	Mountville, York	esquire	30	30
Walker, John	Manchester	ditto	40	40
Walker, Joseph	Birmingham	ditto	70	70
Walker, Joseph Nead	Liverpool	merchant	50	50
Walker, Robert	Leeds	ditto	40	40
Walker, The Rev. Robert	Woolsthorpe	clerk	1	1
Walker, Samuel	Pontefract	farmer	20	20
Walker, Spence	Leeds	esquire	30	30
Walker, Thomas	Wolverhampton	factor	20	20
Walker, Thomas	Manchester	manufacturer	20	20
Walker, Thomas	Leeds	esquire	30	30
Walker, Thomas	Manchester	silk-manufacturer	35	35
Walker, William	Ditto	ditto	331	331
Walsh, John	Dublin	M. D.	2	2
Wardell, Ann	Alsop-terrace	spinster	10	10
Wardell, Charles	Ditto	esquire	46	46
Wardell, John	Ditto	ditto	46	46
Wardell, William	Chester	banker	20	20
Warner, Ambrose	Birmingham	die-sinker	3	3
Warre, Henry	Fenchurch-street	merchant	10	10
Waterhouse, Alfred	Liverpool	broker	10	10
Waterhouse, Eliza	Everton	spinster	5	5
Waterhouse, Elizabeth	Sheffield	widow	5	5

NAME.	RESIDENCE.	DESCRIPTION.	£.100.	£.25.
Waterhouse, Margaret	Everton	spinster	5	5
Waterhouse, Octavius	Liverpool	gentleman	18	18
Waterhouse, Rebecca	Ditto	widow	45	45
Waterhouse, Sarah	Everton	spinster	5	5
Watson, Alexander	Montrose	merchant	5	5
Watson, Ann	Loughborough	spinster	1	1
Watson, Elizabeth	Ditto	ditto	1	1
Watson, James	Glasgow	accountant	7	7
Watson, Jane	Waterford	spinster	2	2
Watson, John	Loughborough	esquire	14	14
Watson, John	Penrith	publican	3	3
Watson, Mary Jane	Loughborough	spinster	1	1
Watts, George Edward	Darlington	captain, R. N.	163	163
Welsby, Ann	Sefton	widow	10	10
Webster, John	Manchester	coach-owner	10	10
Welsby, John	Oughton, Ormskirk	gentleman	—	—
Weston, Edward	Liverpool	ditto	5	5
Weston, Joseph	Ditto	flour-dealer	10	10
Wharrie, Joseph	Ditto	wine-merchant	5	5
Wheatley, John	Ditto	smith	3	3
Whitaker, James	Broadclough	esquire	68	68
Whitehouse, Samuel	West Bromwich	gentleman	15	15
Whitehouse, Thomas	Ditto	carrier	10	10
Whitmore, Wm., and others	Basinghall-street	esquires	5	5
Whiteside, John	Lancaster	esquire	15	15
Whitney, Benjamin Wm.	New Ross	ditto	1	1
Whittingham, John	Liverpool	book-keeper	5	5
Whitworth, William	Runcorn	clerk	2	2
Wilby, George	Wakefield	gentleman	3	3
Wilcox, John Britton	Liverpool	ditto	5	5
Wilkinson, Ann	Kenilworth	spinster	4	—
Wilkinson, Hannah	York	ditto	2	2
Wilkinson, Henry	Liverpool	merchant	10	10
Wilkinson, John	Chorley	ditto	20	20
Wilkinson, John	Liverpool	draper	5	5
Williams, John	Wrexham	esquire	10	10
Williams, Ignatius	Pentre Mawr	ditto	5	5
Williams, William	Threadneedle-street	ditto	5	5
Williamson, Joseph	Liverpool	gentleman	10	10
Willink, Wilhem	Amsterdam	merchant	10	10
Willink, Wilhem W.	Liverpool	esquire	2	2
Willock, Robert Peel	Manchester	postmaster	10	10
Willoughby, Robert	Gordon-square	esquire	10	10
Willson, John	Raymond-buildings	clerk	5	5
Wilson, Charles	Liverpool	gentleman	10	10
Wilson, Christopher	Kirkby Lonsdale	esquire	100	100
Wilson, Edward	Liverpool	merchant	800	800
Wilson, Edw., the younger	Ditto	esquire	10	10
Wilson, Eleanor	Kirkby Lonsdale	spinster	3	3
Wilson, Eliza	Ditto	ditto	3	3
Wilson, Elizabeth	Liverpool	ditto	5	5
Wilson, Frederick William	Sheffield	attorney-at-law	5	5
Wilson, George	Ditto	gentleman	50	50
Wilson, Hannah	Bradford	spinster	2	2
Wilson, James	Liverpool	cattle salesman	15	15
Wilson, Jane	Kirkby Lonsdale	spinster	3	3
Wilson, John Alexander	Liverpool	clerk	10	10
Wilson, Isaa, and William Wilson.	Kendal	gentlemen	10	10
Wilson, Mary Ann	Sheffield	spinster	15	15
Wilson, Plumpton	Newmarket	clerk	7	7
Wilson, Rathmell	Liverpool	gentleman	10	10
Wilson, Thomas	Ditto	hardware-merchant	20	20
Wilson, Thomas	Houghton	farmer	2	2
Wilson, Thomas, B.	Liverpool	M. D.	10	10
Wilson, William	Houghton	farmer	1	1
Wilson, Wm., the elder	Sheffield	esquire	50	50
Wilson, Wm., the younger	Ditto	gentleman	50	50
Wilson, William Savery	Liverpool	ditto	10	10
Windsor, John	Manchester	surgeon	80	80
Wintersgill, Thomas	Liverpool	gentleman	4	4

(*continued*)

Appendix, No. 32.

Proprietors of 100 *l.* Shares.

NAME.	RESIDENCE.	DESCRIPTION.	£. 100.	£. 25.
Winstanley, John	Preston	esquire	3	3
Withers, George Brown	Saint Salvador	gentleman	3	3
Withers, George	Liverpool	merchant	3	3
Withers, Joseph	Demerary	gentleman	3	3
Wolstenholme, Wm. Lupton	Liverpool	broker	5	5
Wolterbech, Robert Daniel	Amsterdam	merchant	17	17
Wood, Abraham	Rochdale	surgeon	5	5
Wood, George Edward	Brighton	esquire	9	9
Wood, James	Manchester	manufacturer	30	30
Wood, John	Nottingham	hosier	1	1
Wood, John	Redbrook	bleacher	12	12
Wood, Sarah	Liverpool	widow	2	—
			claimed since sale and paid.	
Woodcock, John	Wigan	gentleman	6	6
Woods, Joseph and Margaret Woods.	Lewes	-	1	1
Woodall, John	Scarborough	gentleman	20	20
Woodhouse, Samuel	Liverpool	wine merchant	20	20
Woodhouse, William	Ditto	merchant	20	20
Woodroffe, Henry P.	Dublin	attorney	5	5
Woodroofe, William	Liverpool	gentleman	3	3
Woodward, Cholmley	Ditto	wine & spirit merchant	11	11
Woodfield, T. Robinson	Ditto	gentleman	5	5
Woolright, John	Ditto	mercer	12	12
Worsdell, Nathaniel	Ditto	coach-maker	1	1
Worsdell, Thomas Clark	Ditto	ditto	5	5
Worster, Alice	Long Buckby	spinster	1	1
Worster, Ann	Ditto	ditto	1	1
Worster, Elizabeth	Ditto	ditto	1	1
Worster, Richard	Ditto	grazier	30	30
Worster, William	Ditto	gentleman	1	1
Worster, William	Blisworth	farmer	5	5
Worrall, Joseph	Warrington	victualler	1	1
Worthington, Ann	Brockhurst	spinster	1	1
Worthington Charles	Liverpool	surgeon	5	5
Worthington, Henry	Brockhurst	gentleman	1	1
Worthington, Herbert	Ditto	ditto	1	1
Worthington, Hugo	Altrincham	ditto	10	10
Worthington, John	Brockhurst	ditto	1	1
Worthington, Mary	Ditto	spinster	1	1
Worthington, Mary	Ditto	-	3	3
Worthington, William	Ditto	esquire	86	86
Worthington, William, the younger.	Ditto	gentleman	1	1
Wright, Edmund	Manchester	esquire	30	30
Wright, Henry	Birmingham	seal engraver	6	6
Wright, John	Liverpool	gentleman	4	4
Wright, William	Ditto	ditto	5	5
Wrightson, T. Barnardiston	Lincoln's Inn Fields	esquire	2	2
Wylie, Robert	Beverley	ditto	3	3
Wynne, John	Oxford-street	ditto	1	1
		£.	3,542	3,536
Yates, James	Upper Bedford-place	dissenting minister	3	3
Yates, John	Liverpool	gentleman	10	10
Yates, Joseph Brooks	Ditto	merchant	20	20
Yates, Richard Vaughan	Ditto	ditto	20	20
Young, Thomas	Pall Mall East	esquire	10	10
		£.	63	63

RECAPITULATION.

	£. 100 Shares.	£. 25 Shares.
A.	508	508
B.	2,098	2,098
C.	2,032	2,032
D.	774	774
E. & F.	972	969
G.	2,192	2,177
H.	2,481	2,480
I.	489	489
K.	439	438
L.	895	885
M.	2,040	2,012
N.	227	227
O.	211	211
P.	1,166	1,151
Q.	8	8
R.	1,052	1,052
S.	2,696	2,620
T.	953	952
V.	162	162
W.	3,542	3,536
Y.	63	63
	25,000	24,845

R. Creed, Secretary.

FIRST

REPORT

FROM THE

SELECT COMMITTEE

ON

RAILWAY COMMUNICATION;

TOGETHER WITH THE

MINUTES OF EVIDENCE,

TAKEN BEFORE THEM.

Ordered, by The House of Commons, *to be Printed,*
6 *February* 1840.

Martis, 21° die Januarii, 1840.

Ordered, That a Select Committee be appointed to inquire into the state of Communication by Railways, and to report their Observations thereupon to The House.

And a Committee was appointed, of—

Sir John Guest.	Lord Stanley.
Mr. Labouchere.	Mr. Greene.
Sir Robert Peel.	Sir Harry Verney.
Lord Granville Somerset.	Mr. Henry Baring.
Mr. Thornely.	Sir James Graham.
Lord Sandon.	Lord Seymour.
Mr. Loch.	Mr. Easthope.
Mr. Freshfield.	*

Ordered, That the Committee have power to send for Persons, Papers, and Records.

Ordered, That Five be the Quorum of the Committee.

Mercurii, 22° die Januarii, 1840.

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* *Ordered,* That Mr. Emerson Tennent and Mr. French be added to the Committee.

THE REPORT - - - - - - - - - - - - p. 3
MINUTES OF EVIDENCE - - - - - - - - - - p. 7

REPORT.

THE SELECT COMMITTEE appointed to inquire into the State of COMMUNICATION by RAILWAYS, and who were empowered to report their Observations, together with the MINUTES of EVIDENCE taken before them from time to time, to The House;——HAVE considered the Matters to them referred, and have to REPORT:

THAT at the close of last Session, the Select Committee on Railways directed the serious attention of The House to the arrangements by which four Railways, namely, the Greenwich, the Croydon, the Brighton and the Dover, were intended to use in common a portion of the line belonging to the Greenwich Railway; and the Committee, after a careful investigation, expressed their decided disapprobation of these arrangements, by which it appeared to them that the safety of Passengers would be exposed to considerable hazard. The Committee further stated that the Directors of these Companies had proposed three different schemes by which the supposed danger might be obviated, but the Committee did not feel it to be within their province to express any opinion as to which of these proposals should be preferred. At the same time they recorded their deliberate conviction, that the four Lines referred to should not be permitted to convey Passengers, until some plan should have been adopted by which the apprehended danger might be removed. Second Rep. p. 10.

Immediately on their appointment, Your Committee felt it to be their duty to inquire into any arrangements which might have been made by the Directors of these four Companies with reference to the opinion expressed in the Report of last year.

Your Committee accordingly directed the attendance of the Chairman and Deputy Chairman of each of the said Railways, in order to learn if any or what steps had been taken in order to obviate the objections recorded in that Report. From their examination it appears, that although several conferences have taken place between the parties, no agreement had been come to by which the apprehended danger might be removed; while in the meantime the inconvenient arrangements pointed out in the former Report have produced in one instance the accident which Your Committee feared might occur.

In their former Report the Committee stated it as their opinion, that some general superintending authority in the nature of a board should be established for the purpose of supervising all those arrangements and regulations of Railway Companies in which the public are interested, and the Committee stated, as one ground for this recommendation, that "disputes may often arise between the Directors of connecting Railways, by which the public may suffer very materially, and where some superior authority might

interpose with very great advantage both to the proprietors of the Railways and to the travellers on the several lines."

Your Committee may here observe, that the point which is now in dispute between these Companies, and which, without some supervising authority, they seem to be unable to bring to a satisfactory termination, affords a striking illustration of the opinion previously offered by Your Committee. Until, however, some such controlling authority as that recommended by Your Committee shall have been established, they would suggest that any arrangements which may be proposed by these Companies, since they materially concern the safety of the public, should be subjected to a rigid Parliamentary investigation, and that every precaution should be used and every means taken with the view of adopting the arrangement best calculated to protect the public from the apprehended and acknowledged danger.

Your Committee here beg leave to remind The House of the peculiar circumstances attending this case. The Croydon Railway forms a junction with the Greenwich Railway at a place called Corbett's-lane, about 1 ¾ miles from the London station; and the Brighton and Dover Lines respectively join the Croydon Line, so that it is eventually intended that the Croydon Railway should be used for three Lines of traffic, and this above-mentioned portion of the Greenwich Railway should be used in common by the four Railway Companies. By an agreement entered into between the Greenwich and Croydon Companies, the latter agree to pay the former the sum of 3 *d.* for each passenger, whether coming from the Croydon, Brighton, or Dover Lines, who shall be conveyed along that portion of the Greenwich Railway, which it was proposed should be common to all. It will also be recollected, that it appears from the evidence given last Session, that the Greenwich Railway have either required, or are empowered by their Act to require a width of land sufficient for the construction of two additional Lines of Rails between the points of junction at Corbett's-lane and the London station. The Greenwich Railway, for the purpose of meeting the recommendation of the Committee, appear to have offered to give up to the three Companies the space of ground, and to abandon half of the sum agreed to be paid for each passenger under the aforesaid agreement, leaving 1 ½ *d.* per passenger to be received by them.

Evidence last Sess. No. 1729, 1730.

This offer having been declined, the Greenwich Company propose, and have applied to Parliament for leave to construct two additional lines of rail, provided Parliament will authorize them to levy either 4 *d.* or 6 *d.* (the sum is not definitely settled) upon each passenger between Corbett's-lane and the London station, in place of 3 *d.* which they are entitled to receive under their agreement with the Croydon Company. On the other hand, the offer made by the Croydon Company, on behalf of themselves and the other two companies, appears to be that they would execute the whole of the said work if the Greenwich Company would allow them the use of the above-mentioned land, and if that Company would also restrict their receipt to 1 *d.* per passenger. This proposal again has been rejected by the Greenwich Company. Such being the case, the Croydon Company have, on their own behalf and on behalf of the other two companies, proposed to bring a bill into Parliament to enable them to execute the works on the terms of the above agreement. They state that they have been unable to give the notices

of

of February and March last, required by the Standing Orders of The House, but have given every notice which they possibly could subsequent to the Report of the Railway Committee.

Your Committee continuing strongly impressed with the importance of the recommendation made by the Committee of last Session, thought it their duty to lose no time in reporting these facts to The House, together with the Evidence that they have taken; and Your Committee cannot help directing the attention of The House to that Evidence, from which it would appear that they had not over-estimated the importance of the question as bearing upon the safety of the public.

6 *February* 1840.

LIST OF WITNESSES.

Martis, 4° die Februarii, 1840.

William Shadbolt, Esq. Chairman - - - } Greenwich
Josiah Wilson, Esq. Deputy Chairman - - } Railway Company;

Thomas W. Tyndale, Esq. Chairman - - } South Eastern
J. Baxendale, Esq. Deputy Chairman - - } Railway Company;

Wm. Arthur Wilkinson, Esq. Chairman - - }
Frederick Roberts, Esq. Deputy Chairman - } Croydon
William Burchell, Esq. Solicitor - - - } Railway Company;

John Harman, Esq. Chairman - - - } Brighton
Donald M'Lean, Esq. Deputy Chairman - - } Railway Company;

} p. 7

MINUTES OF EVIDENCE.

Martis, 4° die Februarii, 1840.

MEMBERS PRESENT.

Mr. H. Baring.	Sir John Guest.
Mr. Easthope.	Mr. Loch.
Mr. French.	Lord Seymour.
Mr. Freshfield.	Lord Granville Somerset.
Sir James Graham.	Mr. Thornely.
Mr. Greene.	Sir H. Verney.

LORD SEYMOUR, IN THE CHAIR.

William Shadbolt, Esq. Chairman - - -
Josiah Wilson, Esq. Deputy Chairman - - } Greenwich Railway Company;

Thomas W. Tyndale, Esq. Chairman - -
J. Baxendale, Esq. Deputy Chairman - - } South Eastern Railway Company;

Wm. Arthur Wilkinson, Esq. Chairman - -
Frederick Roberts, Esq. Deputy Chairman -
William Burchell, Esq. Solicitor - - - } Croydon Railway Company;

John Harman, Esq. Chairman - - -
Donald M'Lean, Esq. Deputy Chairman - } Brighton Railway Company;

Called in; and Examined.

W. Shadbolt, Josiah Wilson, Thos. W. Tyndale, J. Baxendale, W. A. Wilkinson, Fred. Roberts, William Burchell, John Harman, and *Donald M'Lean,* Esqrs.

4 February 1840.

1. *Chairman.*] (To Mr. *Shadbolt.*) YOU are Chairman of the Greenwich Railway Company?—I am.

2. Has anything been done by the Greenwich Railway Company in consequence of the opinion expressed by this Committee last session?—We have had a great deal of conference with the Croydon Railway Company upon the subject, and offered many suggestions which we proposed to submit to our shareholders; but, I am sorry to say, nothing has been determined upon. We are not quite agreed; we are still in communication. We have placed ourselves before Parliament, by petition, to carry out the work ourselves, in case we should not agree.

3. Mr. *Loch.*] Have you made any distinct offer in writing to the Croydon Company?—Yes; not absolutely in writing, but we have had many conferences, and shown many statements.

4. Have the Greenwich Railway Company made any offer to the Croydon?—Yes. We have offered, if they will do the work, to dedicate our land for the purpose, and reduce their toll from 3*d.* to 1½*d.* per passenger.

5. By doing the work, you mean widening the arches from where the two railroads meet into the station near London Bridge?—Just so.

6. You give the land?—We dedicate the land to the purpose; they are to do the work.

7. Then the 3*d.* which by the present arrangement is payable by them to you, you propose shall be received in equal moieties by the two companies?—We propose to reduce it to 1½*d.* if they do the work.

8. And you are to retain the other?—Of course.

W. Shadbolt, Josiah Wilson, Thos. W. Tyndale, J. Baxendale, W. A. Wilkinson, Fred. Roberts, William Burchell, John Harman, and *Donald M'Lean,* Esqrs.

4 February 1840.

9. Sir *John Guest.*] The line becomes theirs, except that you reduce the toll to 1 ½ *d.* for each person?—Yes; the land will be ours, but we shall give them a perpetual lease.

10. Mr. *Loch.*] Did this offer embrace any arrangement as to the station at London Bridge?—We agreed that we would arrange the stations in such a way as should be satisfactory and convenient to all parties that should come upon the line; that we should take our station at the north side, and leave them at the south side: we have not gone into minutiæ enough to say how it should be done, but we offered to do everything which is right.

11. In the dealings you have with the Croydon, you deal with them alone; you do not look to the Brighton and the South Eastern at all?—We have been told that we are to deal with them; that we have nothing to do with any other company.

12. Did the Croydon reject that offer?—They have made us an offer of 1 *d.* instead of 1 ½ *d.*

13. With that exception, have they agreed to all the other parts of the offer you so made to them?—We have not gone quite into the minutiæ of that.

14. Is it the difference of opinion relative to the halfpenny which has prevented your coming to any conclusion with the Croydon?—Certainly.

15. Can you state to the Committee the reasons why you think you should have the additional halfpenny?—Because it would not pay our proprietary without.

16. Have you any figures to show how that would be?—I have not with me.

17. What would the halfpenny amount to in the course of the year, upon the present amount of travelling on the Greenwich Railway?—About 1,000 *l.* a year.

18. What are the expenses you have to set against that 1,000 *l.* a year which makes you think it would not pay the proprietors if you give it up?—The new works would cost 150,000 *l.*

19. Is not that to come out of the pocket of the Croydon, and not of the Greenwich Company?—Yes.

20. You say you could not afford to give up that halfpenny; what are the charges which you set against the halfpenny, which will make it impossible for you, on the part of the proprietors of the Greenwich, to give up?—The charges and the money laid out already upon the line, which does not pay our proprietary; our old shareholders get no dividend, and they have been waiting for the emoluments from the Brighton to enable us to pay.

21. Sir *John Guest.*] You propose that they should expend themselves upon that new line 150,000 *l.*, from which they would derive the advantage of only 3,000 *l.* a year?—They will have the advantage of all the other lines coming upon it.

22. The 3 *d.* per head would be worth 6,000 *l.* a year?—Upon the present traffic as paid; but it has been opened only a few months; what has been paid is about equal to that.

23. You, giving accommodation and keeping the 3 *d.*, propose they should expend 150,000 *l.*, and take half?—Yes, on that which at present is paid, and what in future will be paid from that company and other companies.—(Mr. *Wilson.*) The 3,000 *l.* a year is all which will be paid immediately, but prospectively it will be three times as much.

24. What is the amount you proved to Parliament?—If we take only the Brighton and South Eastern, in addition to others, on the same scale as the Croydon and Greenwich at present produce, it must increase the 3,000 *l.* in a relative proportion; and we conclude that the Brighton will be considerably more, so that it will make the 3,000 *l.* at present paid several 3,000 *l.*

25. Lord *Granville Somerset.*] (To Mr. *Shadbolt.*) You say that your first class of subscribers are receiving no dividend whatever?—They were paid three per cent. out of the capital until the whole line was opened, then they are to have a dividend after five per cent. shall have been paid on the bonds and the new shares.

26. You further stated that you looked to the Brighton Railroad as a means of emolument?—We look to the profits from any line to come upon us to increase our income.

27. When your line was first established, was there any prospect of the Brighton

Brighton coming upon your line?—I understood so; I was not in the direction then.

28. In what year did you first take the direction of the Brighton coming upon your line into the account?—We have been in the direction only a year and a half; it was all settled before we came in.

29. Your Bill was passed and the railroad was opened before the direction of the Brighton was taken into consideration, was not it?—I think it was always contemplated that it should come into the Greenwich.

30. Did you also contemplate the Dover?—I am not clear about that; it was all arranged before we came into the direction; we thought we should be the main trunk to the City.

31. Of course, as chairman, you have looked back to these matters, and the discussions with the Brighton and Dover Companies?—We have, as far as we can.

32. Do you mean to state to the Committee, that in the calculations which originally influenced persons to become subscribers to the Greenwich Railway, the probability of the Brighton Railroad making that its terminus entered into the consideration?—I have always understood so; I have never heard it contradicted.

33. In what year was your Act passed?—In the year 1833.

34. In what year was the Brighton Act passed?—In 1837.

35. Was the Brighton Act passed without some contest in this House?—I am not at all aware.

36. Are you aware that there was any discussion in this House what terminus the Brighton Railroad should have?—I am not at all aware.

37. You merely speak from general report, without investigation?—Yes, without serious investigation; but I have always heard it so stated.

38. Suppose you do not make this arrangement with the Brighton or Croydon Companies with regard to that additional line of rail, what would you do with that ground which you propose to lease?—We should make two lines upon it, if we are ordered to do so.

39. Suppose Parliament does not interfere with that arrangement which has been going on for the last twelvemonth, would you on your own account, or not, make those two additional lines of railroad?—Certainly, whenever we can see sufficient prospect of its paying.

40. Do you conceive there is a prospect of its paying now?—Unless we get more traffic, it will not.

41. Do you think that the additional traffic on the Brighton and Dover Railroads will give you such additional income as will enable you, with a profit, to open those three lines?—Not at 3 *d.*, certainly.

42. Do you calculate that the 1 ½ *d.* difference, which you propose to the Croydon Company to allow them to make the line, will be sufficient to remunerate them for the outlay?—I should think so.

43. Why do not you take it into your own hands?—We are before Parliament to take it into our own hands.

44. At the 3 *d.*?—At whatever Parliament may think fit to give us.

45. What advantage do you propose to Parliament?—We have not gone far enough to consider that, but only that we shall not ask, nor expect to get more than is reasonable.

46. Have you formed no estimate in your own mind what is reasonable?—Yes, 4 *d.*; 4 *d.* is the lowest.

47. What is the highest?—Sixpence.—(Mr. *Wilson.*) That is without having made any accurate calculation as to the expense.

48. (To Mr. *Shadbolt.*) You state that you are bringing in a Bill to Parliament?—Presuming that it will be the desire of the House that we should do so.

49. You are quite ready to proceed?—Certainly, if we can receive a remunerating price.

50. Have you gone accurately into the expense?—Not accurately; we were in hopes that we should be able to arrange it with the companies, and I hope still that may be done.

51. How can you make an arrangement with the other company without coming to Parliament?—Because we have the land already.

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52. For what purpose, then, have you come to Parliament?—For a larger price.

53. How can you ask Parliament to give you liberty to levy a larger price without knowing what will pay you?—We shall go into that before we come before the House; we shall be ready before the Bill can proceed to that stage.

54. Are your calculations in a forward state?—They are.

55. You are not in a situation to state at present what will repay you?—Not accurately.

56. The 4*d.* you propose instead of 3*d.*?—Yes.

57. You propose to lay on an additional 1*d.*?—Yes.

58. And possibly an additional 3*d.*?—No, I do not say that.—(Mr. *Wilson.*) We have a rough estimate given us by our engineer. I believe it will cost us 150,000*l.*; on that we have stated the calculation that 3*d.* would pay, and we come to ask Parliament to allow us to levy this; of course the blank will be filled up by this House.

59. (To Mr. *Shadbolt.*) You must have taken some data in order to make an offer; can you furnish the Committee with those data?—I have not them with me, but I can furnish them if it is necessary.

60. At present you and the Croydon Company have not arranged the terms?—We have not.

61. Supposing they take your terms, will they be able to do without an Act of Parliament?—They can work under our Act to lay out the money, I conceive.—(Mr. *Wilson.*) They could not raise the money by our Act, I conceive.

62. Do you contemplate their being able to form those two lines of railroad without a new Act?—Certainly.

63. Sir *John Guest.*] (To Mr. *Shadbolt.*) Do you propose to raise your tolls generally, or only that portion?—Only that portion.

64. Why could not you raise the toll now?—The agreement is binding, and we could not ask them, without the consent of Parliament, to raise it.

65. Mr. *French.*] Do you contemplate any additional traffic between London and Greenwich which would require you to use that land in your possession for widening the line?—Not absolutely from London to Greenwich; but there is the Dover and Gravesend going on; we should hold the land with the expectation that it would be wanted.

66. The only use you think it probable your company will make of that land will be to meet the increased traffic from the junction of the other lines, the Brighton, and so on?—(Mr. *Wilson.*) We have got a quantity of arches to this line; we could not give up any of them; they are all worth 10*l.* a piece.

67. If the railway was widened, the arches would still remain and be widened with it?—Yes.

68. Sir *John Guest.*] In your contract with the Brighton Company, have not you contracted to give them due accommodation on your line?—We have contemplated to give them the accommodation we have; there was no other thought of at the time.

69. Was the line at that time pointed out?—The lines as they were then existing were those referred to in the agreement.

70. In your intended Act of Parliament, in which you propose to increase the sum from 3 *d.* to 6 *d.*, do you propose that the Brighton Company should increase their tolls to make up the difference, or do you propose that that amount should be taken from the general tolls on the whole of their line?—We do not interfere with that; they can do as they like.

71. Mr. *Greene.*] If it be necessary for you to come to Parliament for an increased toll to pay the interest on the money you may expend in widening this railway, how can you expect the other company to do the same without having similar powers?—It must rest with them whether they want those powers or not; we do not interfere with them.—(Mr. *Wilson.*) What they would want would be a power to reduce their tolls; if we go to Parliament we should want to increase our tolls, for they are fixed at 3 *d.*, and both of us must have power to raise money.

72. How are they to raise the money?—By the reduction of their toll; because if they have permission to raise it, they will then want to reduce their tolls; if we do it we shall want to increase ours.

73. Cannot that agreement be altered by arrangement between both parties?—(Mr. *Shadbolt*). Most unquestionably, we shall be happy to do that.

74. You

74. You come to Parliament to alter that agreement?—If we cannot agree to it we have no other alternative, for we presume that the Committee of this House is determined that we shall make the two lines.

75. Mr. *Easthope.*] You state that it is about a year and a half since you became connected with this railroad?—Yes, in August 1838.

76. Previous to that you knew nothing at all about it?—No, I never attended to it.

77. Therefore your not knowing that which you would otherwise have known, is attributable to your taking no interest at all about it before a year and a half ago?—Just so.

78. You did not know that there was a contest between the present Brighton line and another projected line, and that if the other projected line had succeeded, it would not have come near the Greenwich Railway?—Only from common report.

79. Still you did know, from common report, that there was a contest?—I always considered, from common report, that the Brighton line must come to the Greenwich.

80. Suppose Stephenson's line, through the valley of Dorking, had succeeded, it would not have been possible for that line to have terminated upon the Greenwich Railroad?—They must have had a city terminus somewhere, I consider.

81. Do not you know that they actually did not contemplate any city terminus?—No, I do not.

82. Have you never heard that?—No, I never have.

83. You stated that you should have no difficulty in performing this new work, as soon as there was a prospect of its paying; do you mean that you should be able to raise the money that would be necessary for it, when you have a prospect of paying?—There is no question, I think, that we could raise the money on our present property, if the public were to see that there was a fair interest for the outlay forthcoming.

84. Do you believe that you could raise 150,000 *l.*, supposing that sum necessary to defray the expense of the work?—I think there is no question about that, if we can get an Act of Parliament to enable us to raise sufficient tolls.

85. What is sufficient?—Our calculations are not gone accurately into, but 4*d.* we think would be sufficient; but that, of course, will depend upon the traffic.

86. Lord *Granville Somerset.*] Since last year, have you had any discussion upon the propriety of diminishing the number of trains that start in the 24 hours?—I do not think we have; we only travel every quarter of an hour, excepting at holiday times, when we go a little oftener.

87. Your regular times are every quarter of an hour, but, in holiday times, every five or eight minutes?—Yes.

88. You have made no alteration in that respect?—No.

89. Do you think it would be possible to make an alteration in that, consistently with the payment of your expenses, and anything like interest to your shareholders?—I think not.—(Mr. *Wilson.*) We tried them at 20 minutes, for a short time; but we found that the demand was such we were compelled to adopt again the quarter-of-an-hour time.

90. It would, in your opinion, be a great loss to you if you did not?—Decidedly.

91. At this time you have not any surplus income, and if you diminish your trains, that income will be decreased?—(Mr. *Shadbolt.*) Yes.

92. Sir *John Guest.*] Suppose you went every half-hour, with an increased number of carriages, would not that answer the purpose?—No, persons go by the boats; it is only the speed which brings persons on the line.

93. Lord *Granville Somerset.*] Have you had any accident during the last few months?—We have had only one accident, and that was in the fogs, a few days ago; they came against each other, without doing any great harm.

94. What was the history of that?—There was a fog; the Greenwich train thought the Croydon was before them, instead of behind them; it was close at the terminus the carriages struck.

95. What happened?—Nothing particular.

96. Was the train thrown off the line?—One or two carriages, I think, were injured a little.

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97. Was Major Boyes, of the Artillery, cut about the head?—There was a gentleman came to the office, the other day, who had his nose a little injured.

98. Was not there a gentleman belonging to the Admiralty also injured?—I did not see any other but this gentleman; he was not injured materially.

99. On what day was this?—Last Friday.

100. Was it the fact that the Greenwich train was thrown off the line, and several passengers injured?—The only one I saw injured was this gentleman.—(Mr. *Wilson.*) The train was not thrown off the line; only the first and last carriages.

101. Mr. *H. Baring.*] Was that a long train?—(Mr. *Shadbolt.*) Five carriages. The first carriage of our train got entangled with the last of the Croydon.—(Mr. *Wilson.*) I apprehend the engine ran against the hinder part of the one before it; the jar was so great that two were thrown off the rails.

102. Was any injury done to the train which came up?—The Croydon people can tell that best. It was their train. I think it was their engine.—(Mr. *Shadbolt.*) Both Boards met to investigate the circumstance, and we could not find any particular fault; but we have discharged the man in consequence.

103. It was unavoidable, in your opinion?—Yes.

104. You have taken every possible pains to avoid collisions of this kind, but you think it impossible?—(Mr. *Wilson.*) In a fog it is impossible. I do not see how it can be prevented in a fog. It was a dense fog; they could not see anything before them.

105. At what time was it?—(Mr. *Shadbolt.*) A quarter-past 10 or half-past 10 in the morning.

106. When did the first train start?—Both started at their usual time, only that one delayed; one came its usual pace, and the other came slower. That is what we ascertained.

107. What was the usual time that ought to have elapsed between the starting of the first and the second?—(Mr. *Wilson.*) The one was the Croydon and the other was the Greenwich train; the one came 10 miles, the other four.

108. What was the proper time which ought to elapse between those two trains appearing on that part of the railway?—The chairman of the Croydon can state that. We start every quarter of an hour; the others start, of course, at their own time.

109. The Croydon, coming a greater distance, does not keep its time quite so accurately, perhaps?—(Mr. *Wilson.*) The fog stopped it.

110. (To Mr. *Shadbolt.*) You were present when the circumstance was investigated?—Yes.

111. Suppose the Croydon train had kept its time, and the Greenwich train had kept its time, what space of time ought to have occurred between their being both upon that part of the line?—Speaking generally, from three to five minutes.

112. It appears, from this, that there is not quite sufficient allowance for safety, does it not?—This is the only circumstance that ever has occurred.

113. Does not this case prove, that from three to five minutes being the time allowed to elapse between the one train arriving and the other arriving is not sufficient to insure safety?—We always stipulate that they shall not start within five minutes of us, and they never do.—(Mr. *Wilson.*) If it is admitted that the cause was a fog, I contend that the time of their starting would not affect it, inasmuch as the fog had prevented the starting of one of those two when the other, perhaps, not having the fog, did start. That would happen with two running on the same line.

114. (To Mr. *Shadbolt.*) Is it your belief, that the five minutes interval is sufficient to insure safety?—I think it is, perfectly.

115. And this accident has not altered or varied that opinion at all?—Not at all.

116. Would it be possible, with your present arrangements, for the Croydon train to have a greater interval allowed than five minutes?—Yes, if they please; whatever time they please.

117. How much is the largest time you can afford them?—So that they do not interfere with our time we do not wish to control them.

118. Can you give them more time than you now give them?—We can give them whatever time they please; but all we require is that they shall not start within five minutes of us.

119. You

119. You can give them only seven minutes and a half?—No.

120. You never start oftener than a quarter of hour?—No, except when there is a fair; there is Croydon fair also; that is only in the open day.

121. Have you had any other accident but this?—No.

122. What are your precautions on foggy days?—By men standing by, and by having red lights.

123. Was it not stated at this time last year, that you had taken such precautions that no accident could occur?—Yes.

124. Sir *John Guest.*] What is the comparative length of the two lines?—The one is four miles, and the other ten.

125. Mr. *French.*] Was not the evidence last year as to the possibility of collision where the lines join?—Yes; and we have made a lighthouse there, and have two switch men stationed there.

126. This accident did not take place at the junction?—No, it was quite up at the London terminus.

127. Sir *John Guest.*] The five minutes is allowed by you for the difference of the length of the two lines?—Starting from the London terminus we never start within five minutes of each other, and returning the same, of course.

128. One starts at a given time from Greenwich, and another from Croydon, at a proportionate time?—They start at 20 minutes, and we at the quarter.

129. Do they stop at the junction?—They do; if another train is in sight we take particular pains to stop them there.

130. Sir *Harry Verney.*] Is this your precaution, that in coming towards London the two trains shall not come on the same line of rails within five minutes of each other?—Yes, the time is regulated from Croydon and from Greenwich so as to prevent that.

131. If anything should impede the Greenwich engine five minutes, or the other five minutes, the Croydon may come against yours, or yours against theirs?—There is always a look-out, and if there is any danger they are stopped.

132. Take the case of a fog; you start every 15 minutes with your trains?—The duty of the men, and their instructions are, to slacken their pace as they come in, to prevent collision with one another.

133. Mr. *Greene.*] Had you men stationed at the point of junction to give notice to the Croydon train that the other train was before them?—As soon as they saw it approach they did give notice; they ran down as far as they could, and held out their hands, and did everything which was possible.

134. That accident did not happen at the junction?—No, it happened in London.

135. What passed at the point of junction between the men at that station and the Croydon train?—We had the men up, and examined them before the Board, and they stated that the trains were sufficiently apart when they passed that part not to come into conjunction,

136. Had not the Croydon train reason to suppose that the Greenwich train was behind them?—I do not know that.—(Mr. *Wilson.*) I am not sure they might not have run on too fast, thinking it was out of the way.—(Mr. *Shadbolt.*) I think the Croydon men fancied the Greenwich was behind them.—(Mr. *Wilson.*) I understand our man thought the switches were not right, and that he pulled up materially, so as to get over the ground very carefully, and in consequence of that the Croydon came on, not knowing the Greenwich was before, taking the precaution, because if the switches had been wrong he might have gone over.

137. Which was used to be first; the Greenwich or the Croydon?—I think he Greenwich.

138. The men at the switches were of opinion that they were passing at a proper distance?—They declared so to us.

139. Sir *John Guest.*] Supposing the two trains came upon their line at the proper time at the junction, does not this accident convince you that it is not safe for two engines to follow each other so closely?—The junction of the lines could make no difference in this case, for they came on the same line.

140. Does not this satisfy you that it is imprudent for two engines travelling under different circumstances to be so near one another?—In the case of a fog, I do not know what distance would make them safe.—(Mr. *Wilson.*) The Croydon and Brighton, and the South Eastern, will all come down this line; if the

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the Brighton chooses to overrun another in a fog, what is to prevent that; if there be a fog, and there be four trains, each running upon the line, and they come into Croydon or Merstham, or whatever place it may be, what is to prevent the Brighton running over the Croydon in a fog, when they have pulled up, having probably, in consequence, gained on the first carriage, which has been frightened and prevented going so fast, and in consequence of that has pulled up.

141. Does not that show that the precaution taken on other railways, of one train not following another for half an hour and sometimes an hour, is a proper precaution?—I cannot see that.

142. Lord *Granville Somerset.*] Has it never occurred to you to have one of your own trains running into another?—I have not known it; for the engineers know so well when they are coming, that there is less danger.

143. Your own men are so accustomed to act under the same orders, and to work the line in a particular time, that no such accident has happened?—No, and clearly there is less danger with one line.

144. They are all under one superintendence and control, and there is no rivalry of course?—Their speed generally is ordered to be of a certain character on all occasions.

145. You would not permit one to put on more steam and to pass anothe.—(Mr. *Shadbolt.*) We should discharge him if he did, and I think the Croydon are equally careful.

146. It is a great object that all the carriages on one line should be under one management, is it not?—(Mr. *Wilson.*) No, I would not admit that; they should all go at separate times, and the object would be accomplished by having every engineer go a certain pace whenever there was the least danger of overrunning.

147. From your line being shorter, there is less difficulty of the trains interfering, probably?—We have given an order that there shall be an interval of a quarter of an hour.

148. Have you any telegraph?—No.—(Mr. *Shadbolt.*) We have a lighthouse at the junction, with flags all the way down.

149. This collision took place somewhere near the London station?—Close to the London station.

150. When did your engineer, upon the Greenwich train, begin to slacken his speed?—At Bermondsey Bridge; we always tell them to stop there; the collision took place after that, quite up to the homestead.

151. Was the fog so intense that no information could be given to the train coming on?—So we were informed.

152. Mr. *Loch.*] Last year this was the answer to a question put to you, "The men are put so thick that the signal passes from one to the other without any difficulty; and if it was a fog they would be placed thicker, so that each could communicate with the other;" was that so done?—It was; and we have the evidence of the men that they did all they could.

153. And yet this accident took place?—Yes, just where they did not think it possible it could take place.

154. Lord *Granville Somerset.*] Were there two trains, or three?—There was another came up soon afterwards; they all struck.

155. Mr. *Loch.*] Do you still maintain this opinion, or would you qualify it; you were asked, "Does it not come into your line?" Your answer was, "Yes; but on the same line where we are travelling there can be no meeting; we do not apprehend the slightest difficulty;" does your experience justify that answer?—We have had but this accident; there was a belief that the men were not slackening so much as they should, and we discharged one man in consequence.

156. (To Mr. *Wilson.*) Would you give this answer, that there can be no danger of collision between two trains travelling on the same line?—I think so, decidedly, except in a fog; I make an exception for a fog; I cannot travel on a road myself in any way with safety in a fog, much more with a steam-carriage.

157. Sir *John Guest.*] Notwithstanding that, you come to Parliament for power to make a new line?—Yes, because the Committee is pleased to direct that it shall be done; I think I may say that our Board, and I believe the Croydon Board, and the other Boards, have committed themselves by their declaration to the

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the Committee that there was no necessity for it; at any rate the engineers have declared that there is not.

158. Mr. *Easthope.*] You are quite sure you had a red light behind your train when this collision took place?—So the men, on the investigation, declared.

159. Have you any doubt of it?—Not the slightest.—(Mr. *Wilson.*) But in a fog a red light is as invisible as any other.

160. Sir *Harry Verney.*] Was the sound given by the whistle?—We questioned them about that; they said it could not be heard; that was a very silly answer of theirs; we told them it could have been heard.

161. Do not you consider that a very grievous neglect on their part?—No question, and we discharged the man immediately; and the engineers of the company are making some new arrangements to protect themselves against fogs.

162. Do you consider that this accident arose entirely from that neglect of the usual signal with the whistle?—No, we could not prove it to be so.

163. If the whistle had been heard by the train that was coming up, would not that have prevented the accident?—The practical men told us it would not: we put the question to them.

164. What power of coercion have you over your engine drivers?—We discharge them, and we fine them: where we have the least complaint against them we always discharge them.

165. Mr. *Greene.*] You say your engineers are making new arrangements to protect themselves: what is the nature of those new arrangements?—I do not know; they are making them now.

166. Sir *Harry Verney.*] Can you suggest nothing by which the public may be guarded against the danger to which they are liable from the engine drivers?—The way we do with our switch men is to impound six months of their wages, and stop so much in case of any thing wrong; we engage them under those regulations.

167. In case of accidents ought not juries to have power to assess damages against railway companies?—I suppose they have.—(Mr. *Wilson.*) I apprehend this accident happened entirely from the fog, one carriage slackening and the other not, which would happen on any line in the world.

168. Mr. *Easthope.*] Do you say that a red light, in case of fogs, is no protection at all?—As soon as they arrive at the point where the fog is not so great the light is perceptible, but if the fog is great it becomes impervious to every one.

169. Are your fogs frequently so dense that the red light is not perceptible to any considerable extent?—I think not frequently so; this was the only instance this winter.

170. In this fog, on the morning in question, do you know how far the red light was visible?—I apprehend the red light became visible when it was too late to pull up, for I do not think that it was so dense as entirely to prevent its being seen.

171. Is there not a great increase of that kind of danger from your not having a perfect control over the drivers belonging to another establishment?—I think not; I think if a light or a flag were shown to a man driving a train on the railroad, if he had a controlling power he would pull up, and if he had not the power to do that, this would have happened just as much with our own trains as the Croydon. I do not think it signifies while the train is moving what trains they are.

172. You do not think that it increases the danger that the driver shall belong to another company than your own?—No, I think not, any more than on the high road; any person in a carriage would be in greater danger from one coming behind it, because the driver was not his own servant.

173. Have you not found some instances in which you could not control the drivers?—I think only in two instances, and it is remarkable that it was the very man that got into difficulty, and has been discharged; he was rather a slashing man. On two other occasions he was brought before the committee and reprimanded, and this time he has been discharged.

174. Sir *John Guest.*] You have read the Evidence given on this subject last year with regard to the probability of accident?—I have.

175. Considering that Evidence, and the accident which has occurred, are you still of opinion that nothing is necessary to be done to guard against acci-

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dent, by increasing the number of lines upon that route?—I think, with proper arrangements, and with the care and attention which may be given to a railroad, the number of times they run does not increase the danger so much as the Committee or the public may deem likely. My own observation is, that with proper care and attention, all running one way on one line, it is not as if they were running to meet each other.

176. Are the Committee to conclude that you would not think it necessary to make this addition to your line unless the Committee had given the direction?—Certainly.

177. (To Mr. *Harman.*) Do you concur in that opinion?—Certainly not.

178. Sir *H. Verney.*] Was the light, in fact, shown on this occasion?—(Mr. *Shadbolt.*) They all prove that it was so.

179. Mr. *Easthope.*] (To Mr. *Wilson.*) You have stated that the danger, in your opinion, is not so great as this Committee or the public generally may be led to imagine. Will you state the reason why you think it is not so great as persons less acquainted with it would be likely to imagine?—That which is the best evidence in the world, my own experience; we have despatched trains day after day, at intervals of a quarter of an hour, with the Croydon trains coming in continually upon us, and yet we have had no accident.

180. Mr. *Greene.*] How long have the Croydon trains been coming in upon you?—Since June last.

181. Mr. *Loch.*] Will not the chances of accident be greatly increased when the two other lines join the Croydon?—I apprehend not, because I consider that, as the Croydon start every hour, it is scarcely possible that the Brighton traffic will require more than that, and whether the train consists of five or fifty makes no difference.

182. Does your experience teach you that the arrival of long trains can be so accurately measured as to enable you to insure the same certainty?—No, my experience does not; but we require them to slacken when they come to the junction.

183. Still they will come in at the Greenwich line at the times not provided by the regulations, and so far impede the progress on the Greenwich line, and increase the chance of accident?—If they once get into the same line, it is the same as if they all belonged to the same company; they all have the power of stopping if they see anything before them.

184. Has not an accident, in the instance you have mentioned, arisen from all the carriages running on the same line, and the same way?—I hardly know how to answer that, for it so happens that we have carriages of two distinct companies.

185. But they were all running on the same line?—Yes; so they would, if they had been the carriages of one company.

186. As you diminish the number of carriages, or the number of trains, which run along the same line, do not you diminish the probability of accident?—Yes; I might, in answer to that, say, that two and two make less than two and three, but in times of a fog the same result might happen; taking off from the train, and diminishing the number of carriages, would of course diminish the chances, but there would be the same danger in a fog.

187. Lord *Granville Somerset.*] Did you assist in the investigation?—No; I was not in town.

188. (To Mr. *Shadbolt.*) At what time ought the first of those trains to have left Greenwich?—Either a quarter or half past ten.

189. At what time should that particular train have arrived at the junction?—I do not know.

190. At what time did the other train leave the end of your line?—I think that was an extra train; that came up, with some artillery-men coming to the Tower, very speedily.

191. You have no objection, in addition to your trains which start every quarter of an hour, to put on an extra train in a case of necessity?—Once in six months perhaps.

192. It is not contrary to your regulations?—Not where we see we can keep clear of accident.

193. Was this a foggy day at Greenwich?—No, it was not foggy at Greenwich, we were told.

194. Consequently they could not expect this accident?—Certainly not.

195. That

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195. That accident, you say, may happen at any time, without your being able to provide against it?—It is possible, certainly.

196. Although your regular trains start every quarter of an hour; although a Croydon train may come in at the interval of seven minutes and a half, you have no objection to putting on an additional train, which may reduce the seven minutes and a half to three or four?—An extra train is never put on but on extraordinary occasions; and then, at the junction, care is taken with this extra train to keep up a division between the two, to prevent any accident.

197. Had you the evidence of the men at the junction with respect to the facts?—Yes.

198. Mr. *Easthope.*] You are not in the habit of sending out an extra train?—No.

199. Do not you at the fair?—Yes, then they go oftener; they are not called extra trains, but go oftener.

200. Can you tell the particular circumstances under which this train was sent?—Some artillery-men came up; their officers wanted them immediately, and pressed for this train.

201. Sir *John Guest.*] How long a time does it take to communicate to the end of your line?—We communicate by means of the holding up their flags.

202. Suppose, to take an extreme case, that an arch had given way at the junction, is there any possibility of communicating to the further end, to prevent a carriage coming?—By the number of men along the line, I think, that could be done.

203. Within seven minutes and a half?—I think so.

204. How many men have you?—I cannot recollect the number.

205. Are there men all along the lines at night?—Yes; they would start an engine to prevent it, or in many ways prevent their coming, in case of an accident.

206. Suppose such an accident happened that the trains could not possibly go on?—We would send an engine down.

207. Suppose an engine was lying across the line, how would your doing that prevent another engine coming, if there was only seven minutes and a half?—That would be a very short time, certainly.

208. Sir *Harry Verney.*] Would there be no other means to prevent the train arriving at the place where the accident had taken place, but sending an engine?—The men communicate one to another.—(Mr. *Wilson.*) The train passing down, supposing the near-side line was open, would see the accident, and communicate it. The next officer on the line would run to another, and he would meet the train in a minute.

209. If you show a light, would that stop it?—(Mr. *Shadbolt.*) That is on the carriage.—(Mr. *Wilson.*) The light is on the carriage.

210. Mr. *Easthope.*] How many men do you imagine you have between Greenwich and London who are signal-men, to hold up lights or wave flags?—We have one at every switch; they should communicate with one another: ten or twelve. Wherever there is a switch, wherever there is a crossing, or anything that can require the least attention, a man is stationed.

211. *Chairman.*] (To Mr. *Wilkinson.*) You are chairman of the Croydon Railway Company?—I am.

212. Having heard the evidence of Mr. Shadbolt, will you state what has been done by the Greenwich Company, in consequence of the opinion stated by the Committee, at the conclusion of their sitting, last year?—The Croydon Company have been perseveringly engaged in trying to bring about an arrangement between the two—indeed, the four—companies. Perhaps, it will detain the Committee if I state the whole of the circumstances. The moment the present direction of the Croydon Railway was constituted, it put itself into communication with the Greenwich Company on the subject, proposing an interview. This was postponed for some time. At length it became necessary for the Croydon Company to serve the notices for the purpose of making an application to Parliament. At length we had an interview with the Greenwich Company. We asked if they were prepared to propose anything to carry into effect the arrangement? They replied they were not; but it was our business. We distinctly told them that it rested with them to move in the affair; and we thought that as they had the land which would be required, they should be prepared to make an offer to the other companies and ourselves. We left them with the understanding that they should consider the matter. After some weeks we had another

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another interview. Then they put forth two or three propositions, but, really, we have never had any distinct proposition from the Greenwich Company, none in writing; there was a hint thrown out, that, perhaps, they might take 1½ *d.* a mile, instead of 3 *d.* provided we were disposed to make the two additional lines, and that they would then lend their land, and perhaps might consent to some arrangement about stations. I do not believe that we did then propose 1 *d.*; I think that was after that interview. We immediately set about drawing up an agreement, to be entered into between the three companies, trying to fall in with their views as much as we could. We proposed an arrangement, to be entered into by the three companies on the one part, and the Greenwich Company on the other. I hold in my hand a copy of that proposed arrangement. This we received no answer to for some time. In the meantime we put ourselves into communication with the other companies, in order to get their consent to that proposition. I shall be happy to state the nature of the proposition, if it is desired.

213. This proposition has led to nothing?—It has met with the approval of the three companies, but it has not been assented to on the part of the Greenwich Company. The three companies are willing to make this new line, without charging anything more to the public than the present rates on that account, if they can obtain an Act of Parliament to enable them to do so, by taking possession of the land now held by the Greenwich Company, paying them for it. That was not the proposition of the Greenwich Company. Their proposition was, that the land should continue theirs, they leasing it to us, and that we should pay them 1½ *d.* only, instead of 3 *d.* toll, making the new lines ourselves. The three companies are quite willing to undertake the construction of the new lines, they being allowed to reserve 2 *d.*, and paying 1 *d.* for the land, or taking the whole 3 *d.* and paying to the Greenwich Company a fair compensation for the land. That is the nature of the proposition made to the Greenwich Company.

214. Mr. *Loch.*] What was your estimate of making the railroad?—We had an architect employed, Mr. Roberts, under the superintendence of Mr. Cubitt; it is an architectural work; he states it at 100,000 *l.* for the widening.

215. Lord *Granville Somerset.*] What is the additional width you should make?—We should make two additional lines of rails.

216. Mr. *Loch.*] Do you include in that the alteration of one of the stations?—That would make about 20,000 *l.* more.

217. Did it form a part of your calculation that you should make that alteration?—Yes.

218. Then that would be covered by the 2 *d.*?—Yes.

219. Mr. *Greene.*] The 100,000 *l.* comprehends the purchase of the land and the making the lines?—Yes*.

220. And the alteration of the station, 20,000 *l.* more?—Yes.

221. Lord *Granville Somerset.*] You conceive you shall be able to make two new lines of rails and purchase the land for 100,000 *l.*?—Yes.

222. In that case there could be no possibility of collision between the carriages on the Greenwich line?—None.

223. Mr. *Loch.*] You state that if you get the 3 *d.* you think that would be amply sufficient to indemnify you against your expense; what were the data upon which you came to that conclusion?—The data were founded on the sum we have already paid the Greenwich Company; we have paid the Greenwich Company, for the first six months, at the rate of 6,300 *l.* per annum; we take for granted that the traffic of the Brighton and the Dover Companies would be equal to that of the Croydon, each of them; that would be trebling the 6,300 *l.*, giving us an income of something like 20,000 *l.* a year. We certainly think an income of 20,000 *l.* a year would be amply sufficient, whether the outlay is 150,000 *l.* or 180,000 *l.*

224. That is upon the 3 *d.*?—Yes.

225. Then, of course, you deduct the penny?—Yes, taking off the penny will reduce it to about 4,200 *l.* a year from the Croydon; and 4,200 *l.* each from the other two will make about 12,600 *l.* a year.

226. You

* On revising his evidence, the witness stated, "I did not understand the question to be, whether the 100,000 *l.* included the purchase of the land, or I should have answered it differently. It does not include the purchase the land. The same applies to Question 221."

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226. You think the remainder will be amply sufficient to enable you to make the improvement?—We think so, and are quite satisfied to take it upon ourselves.

227. Has that offer been distinctly made to the Greenwich Company, and distinctly refused by them?—Most distinctly; we had a letter after having made the proposition to them a second time; we were desirous that they might be aware that it was made on behalf of the three companies, and they have distinctly refused to accede to it. This is the answer returned by the Greenwich Company: "Sir, I am desired by the Board to hand you the accompanying extract from their minutes of this day, the directors considering that a toll of 1 ½ *d.* per passenger would be the lowest their proprietors would submit to." Signed by the Secretary. The following is the resolution communicated to us in the letter: "That this Board cannot recommend their shareholders to accept the proposal made by the Croydon Railway Company, being based upon a toll which they consider too low."

228. Have you a copy of the proposal you sent in, to which that was an answer?—I have.

229. Is that a copy of the letter you sent?—These are the heads of the arrangement; it was a copy of the resolution sent in, to which that letter was an answer.

[*The same was read, as follows:*]

A MEETING of the deputations from the Croydon Company, the South Eastern Company, and the Brighton Company, was held at the Brighton railway-office on Satu rday 1st February 1840.

Read the opinion of the three solicitors upon the matter referred to them.

Resolved, That the opinion of the solicitors, on the petition as prepared by the Croydon Company, be received, and agreed to.

That the solicitors be instructed to employ Messrs. Austen and Wood, or either of them, to prepare an agreement and a Bill, for the purpose of carrying out the proposed arrangement between the three companies.

That propositions be made to the Greenwich Company, the terms of which to be the same as before proposed to them by the Croydon Company.

That the chairman of this meeting do transmit the above resolution to the directors of the Greenwich Company, and request an early reply thereto.

230. Have you a copy of those propositions so referred to?—Yes; these were the heads of the agreement originally drawn up, and submitted to the Greenwich Company in the first instance, and to the chairmen of the other companies for their approval.

231. Was that acceded to by the Brighton and Dover Companies, and rejected by the Greenwich?—Yes; it was an agreement based upon this arrangement.

232. Sir *John Guest.*] The difference between the two companies is between 2*d.* and 1 ½ *d.*; of course those who effect this work ought to receive a certain per-centage on the sum expended; what objection is there to their receiving 1 ½ *d.* in the first instance, reducing it afterwards to 1 *d.*?—If there were to be a limit on the sum so secured.

233. Suppose it should cost them 150,000 *l.*, would there be any difficulty in agreeing that until the company has from the 1 ½ *d.* derived a certain per-centage, they should receive 1 ½ *d.*, and afterwards only 1 *d.*?—Supposing the 1 ½ *d.* should amount to 7,000*l.* a year, for instance; when it arrives at that sum then it should be reduced; then I should say they should receive no more.

234. Would there be any difficulty in arranging in this way, that until it arrives at a certain sum they should receive 1 ½ *d.*, and then be reduced to 1 *d.*?—I think that would be scarcely fair; we expect that the 1 *d.* will amount to more than 7,000 *l.* a year.

235. You are willing to give them the 1 *d.*?—Yes, but this 1 *d.* may not amount to 7,000 *l.* a year: if we are to secure them 7,000 *l.* a year, I think it should be limited to that. Perhaps the Committee will allow me to say on what principle we have offered this arrangement; first of all, we think, that it should appear that there is another road to be made, without any infringement on the public rights; next, that that road should be more convenient than the one we have at present; and thirdly, that the toll payable for the present should be amply sufficient to make that other road. We consider that this toll will be amply sufficient. The Greenwich have not made any outlay to accommodate other railways, therefore they have not entitled themselves to any remuneration beyond that necessary to pay for their land; that land we shall ask Parliament to permit us to take to make a railway for the public accommodation,

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accommodation, and we hold that they have no right to keep that land, taken for railway purposes, except for railway purposes. We made them an offer of 1 *d.*, thinking that it would be more than sufficient; from our present calculations we think it is double or treble the value of that land.

236. Do not you think their approach a very valuable one?—Yes, but we consider that ours is nearly as good.

237. Do you mean to make use of it?—Yes, we propose that they shall change sides with us.

238. Is not the locality favourable?—Yes; but we have an approach almost as good as theirs; our station is side by side with theirs.

[*The Witnesses were directed to withdraw.*]

[*The Witnesses were again called in.*]

239. Lord *Granville Somerset.*] You were in the room when certain questions were asked of Mr. Shadbolt and Mr. Wilson respecting an accident which happened on the Greenwich Railway, by collision between certain trains, on Friday last?—I was.

240. Do you agree in the general statement of that case?—Not exactly.

241. Did you assist in the investigation?—I did.

242. Will you state what your view of the case is?—The point on which I differ from Mr. Shadbolt is, that I think he was hardly aware what caused the chief part of the accident: it was occasioned by a second Greenwich train coming in, which did the greatest part of the damage; there was scarcely any damage till the second Greenwich train came in; that came in at a rapid rate, according to the evidence brought before us. I have a note of the evidence brought before us. The fog, no doubt, was the cause of the first accident; the second Greenwich train appeared to have come at its usual rate. I understand that orders are given to the Greenwich men to come slower in a fog; the same orders are given to the Croydon men to come slower in a fog; our train was from eight to ten minutes behind its time; the Croydon train ought to have preceded the first Greenwich train; the Greenwich train was out of its place; our train being eight or ten minutes later, that placed us behind the Greenwich train instead of before it; our men thought the Greenwich train was behind them. I think there was great fault that the man at the switch did not telegraph that the Greenwich train had preceded it; he knew it was an unusual circumstance; he ought to have known that the Greenwich train should have been behind, and if the Croydon engine-man had been so informed, he would have gone from the time he came into the fog slower; our breaksmen had all the breaks on at the time the first collision took place; they were near the usual place of stopping just where they do always stop, when they came upon the Greenwich train. It was a very slight collision, but the construction of the Greenwich carriages is such, having no buffers, and being joined with inflexible links, that the moment they come in contact with anything pushing them behind, the consequence is, the links are driven in, in this manner: one carriage is driven on the one side, and the other on the other, and both carriages are sent off the line in opposite directions. That was the case here; one carriage was against the wall, and the other was towards the middle of the line. When this state of things had occurred, our passengers were got out of the train; they had hardly time to get out of the way, when the other train approached on the Greenwich line; I refer to the special Greenwich train with the artillerymen, that came upon us with great force, and that occasioned the only damage done to our carriages. Then two other carriages of the new Greenwich train, on coming in, were thrown off the line, in consequence of their faulty construction, for though our carriages were exposed to both those shocks, none of them went off the line. I think the switchman was to blame in not having told them in the first instance; and I think that their man was to blame, knowing he was out of time, in coming in the fog certainly at his full average speed; his evidence is, "certainly not slower." There was another excuse he gave why he could not stop his train when he did see something before him, and that was, that they had only one breaksman instead of two, which they usually have. If he knew that he had only one breaksman, it behoved him still more to go at a slow pace; so that I think that the man at the switches and the driver of the second train were to blame. I understood Mr. Shadbolt to say there was a lamp on the carriage: I was on the line in an hour afterwards; I saw no red lamp, neither

do

do I understand that it is customary to carry a lamp in the day-time. There was no fog at Greenwich; why, then, should the man have put on a light? There was no fog at Croydon; therefore, why should our man put on a light? I am almost certain there could be no light. I think that both our engineers were to blame in not having established a fog-signal; I am quite of opinion, that if a fog-signal had been established, these men being so close that they could hear one another speak, this thing never could have happened.

243. The train started from Greenwich at a quarter past ten; at what time should your Croydon train have started that morning from Croydon?—At five minutes past ten.

244. At what time should you arrive at the junction?—About half-past ten.

245. Which Greenwich train was the collision with?—I understand the half-past ten o'clock from Greenwich.

246. How long before the Greenwich train of half-past ten arrives at the junction should the ten o'clock train from Croydon arrive?—I should think about five minutes before.

247. Then instead of being five minutes before, you were four or five minutes after?—Yes.

248. What was the occasion of that?—The slipperiness of the rails that morning in consequence of the fog, and the fog itself.

249. Were those orders known to the Greenwich Railway Company?—I believe they were.

250. Have you any means of communicating to the Greenwich Railway Company the orders you give your men?—Yes, I believe they are regularly communicated; we have constant communication as to the time of starting.

251. The first Greenwich train was going at a slow rate when yours came up?—I believe they had actually stopped; they stop at a certain place to put on a rope, so as to let their engine go on one line and the carriages on another; they all stated that the engine had not quite stopped but that the carriages had stopped.

252. That was a few hundred yards from the station?—Yes.

253. Is it a part of your direction to your engineers to stop when they get to the bridge over the Bermondsey road?—It is their habit to do so.

254. Suppose the extra Greenwich train had come at a slower speed, might they not have been overtaken by the next regular Greenwich train?—I should think it might; in point of fact, there was another train came up very soon after those carriages were placed upon the line.

255. Was not the engineer upon this special train under the difficulty, that if he went fast he might run into you, and that if he went slow he might be run into by the next which followed?—I must correct myself: I believe this special train was the next to that which should have started at the next quarter of an hour; I believe he was put out of his time; he was accelerated a little; I think he was the man that should have started at a quarter before eleven; I think that was the evidence given.

256. What would be the next Croydon train afterwards?—Twelve; we have none at eleven.

257. When you have those other railroad companies using your road you will be obliged to have many more trains, will not you?—I expect that most of the trains will be accommodated to ours; that they will not start much oftener than they do at present; that the Croydon trains will be accommodated to the Brighton and Dover trains when they start.

258. Do you think there will be no intermediate train between 10 and 12?—There may be one each hour, perhaps.

259. You conceive there will be greater irregularities as to time, from the length of the line?—Yes; I think that is an important question to be considered. I do not conceive anything like the difficulty can occur in regulating two lines like the Greenwich and the Croydon lines that there will be when other lines come on, the arrival of whose trains cannot be calculated with a certainty so appreciable.

260. You think, from the length of the lines, they will not be able to keep their times accurately?—Just so.

261. In which of the trains were the persons that got out?—I believe in the first Greenwich train, but I am not sure; I think that our own passengers were got out immediately after the first collision. One old lady was hurt, but I think that was after she got out.

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262. When they get out is there any difficulty in their getting out of the way?—They were passed along the line immediately; they were in sight of the station when the other train came that way.

263. Was not it the business of the man at the junction first of all to tell the Greenwich train that the Croydon was not come up, next to tell the Croydon that the Greenwich had passed, and next to tell the supplementary train that yours was gone on?—He stated that it had always been his practice to put up his hand in a particular manner to tell them another train was before them. But his apprehension was, that there was sufficient time before they came up with the other train not to render it necessary in this instance.

264. Is he an experienced man?—I believe he is a very experienced man; he is a Greenwich man.

265. In fact, he is fully adequate to the situation?—Yes, I conceive he is; there has been no accident at the junction.

266. You do not think that there could be a man found better fitted for the performance of his duty?—I have never heard any representation of any deficiency in his conduct.

267. *Chairman.*] I will read to the chairmen of the four companies the opinion expressed by the Committee last year. There were then three different plans suggested, upon which the Committee said, "The Committee do not feel it to be within their province to express any opinion as to which of these proposals should be preferred; but entertaining very serious doubts how far the present arrangements are compatible with the safety of the passengers conveyed on the Croydon and Greenwich line of railroad, they must record it as their deliberate conviction that the four lines referred to should not be permitted to convey passengers until some plan shall have been adopted by which the apprehended danger may be removed." The Committee understand from your evidence that none of those proposals have been adopted?—Yes, I understand the first proposal has; that our present proposition is strictly in unison with the first proposal.

268. That has not been adopted by the different railway companies, has it?—No.

269. You have been able to come to no agreement among yourselves?—As far as the three companies, the Brighton, the Croydon, and the Dover are concerned, they are perfectly in accordance; they have entered into an agreement for carrying this arrangement into effect.

270. But notwithstanding that accordance among themselves, they have not been able to come to an agreement with the Greenwich?—No.

271. Then they are not, in consequence, able to carry the work into effect?—No; not without the assistance of Parliament.

272. Since you know the opinion of the Committee, that the four lines should not be permitted to open, until some arrangement obviating this danger has been effected, since you have not been able to come to an arrangement among yourselves, have you thought of referring this matter to any arbitration?—Not at present; I do not know that that would effect the object. I do not suppose there could be any arrangement made in that mode; there is nothing to arbitrate upon, the Greenwich Company having refused to fall into the arrangement proposed by the other three companies. The three companies propose to apply to Parliament for power to do that in a way which is reasonable.

273. Lord *Granville Somerset.*] In doing that they run counter to the Greenwich Railway?—They so far run counter, that they will apply for leave to take the land of the Greenwich Company.

274. Do you mean to treat the Greenwich Company, in reference to that land, the same as any other person whose land you might take for the purpose of a railroad?—Precisely, having first made the proposition we have made.

275. Within what time do you conceive there is any probability of any arrangement being come to?—Having had the answer of the Greenwich Company, that they refuse to enter into this arrangement, except on terms that we do not think proper to offer, we do not see a probability of any arrangement between ourselves.

276. Have you a Bill now before Parliament for carrying this into effect?—(Mr. *Burchell.*) We have presented a Petition; we shall be obliged to apply to the Standing Orders Committee for some relief, or we shall not be able to go on; we have complied with every Standing Order since the notice of the Committee.

277. Do

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277. Do you refer to that which the Standing Orders would call upon you to do in March last?—We have not given the notices in February and March.

278. Your application is to relax the Orders which would apply in February and March; you have complied with all the other Standing Orders?—Yes.

279. (To Mr. *Wilkinson.*) Are you prepared, on behalf of the companies, to state whether it is wished to proceed if you can obtain a Bill this session?—Most assuredly.

280. And as speedily as possible?—As speedily as we can obtain the funds to carry out the object.

281. Do you see any difficulty in raising the funds?—No, that is the reason we have joined the other companies; but for that the Croydon Company would have proposed to do it themselves.

282. Mr. *Easthope.*] You stated that three of the companies had come to an agreement mutually between themselves, so that there are, in point of fact, two parties, the Greenwich and the three companies?—Yes.

283. It has never occurred to either of those two parties to leave their differences to some party, to be selected, so as to carry them out?—There has been scarcely any time for that; this arrangement between the three companies has been but lately concluded; the three companies apprehend they have made a very liberal offer to the Greenwich Company, and they did not expect they would have refused it; having made that liberal offer, they are not prepared to go any further at present, or indeed at all.

284. Mr. *Loch.*] Was the answer to the Greenwich Company prior or subsequent to the order to attend to-day?—Subsequent; we had it only two days ago.

285. (To Mr. *Tyndale* and Mr. *Harman.*) You have heard the evidence of Mr. Wilkinson, do you agree in the statement that your three companies have agreed among themselves as to the plan that is to be pursued?—(Mr. *Tyndale.*) As to the South Eastern, I can say so, certainly.

286. You also heard that the Greenwich Company obstructs the settlement of this difference?—Of course I can know nothing about that except through the chairman of the Croydon Company; they have carried forward the negotiation on the part of the three companies. Mr. Wilkinson can best say what is the result of that.

287. You have had a direct communication with the Greenwich Company?—Not the slightest.—(Mr. *Wilkinson.*) I am anxious to put in this note of the arrangement proposed with the Greenwich Company, which we feel to be perfectly fair.

[*The same was delivered in, and read, as follows:*]

BRIGHTON, SOUTH EASTERN, GREENWICH, and CROYDON RAILWAY COMPANIES.

IT being determined, that for the proper accommodation of the public, an alteration in the position and arrangements of the stations at Tooley-street, and an addition of two lines of rails from the stations to Corbett-lane are necessary, the several companies are desirous that these objects should be effected upon equitable terms.

The broad principles upon which those terms should be based, are—

1st. That as the station of the Greenwich Company is sufficient for the traffic of their line, and as the alteration is required for the traffic of other companies, from which the Greenwich Company will not derive any benefit in the shape of station-dues or rent, the alteration in the position and arrangements of the stations, ought to be effected without cost to the Greenwich Railway Company.

2d. That as the additional lines from Tooley-street to Corbett's-lane will be in effect an improvement of the Greenwich Railway, the proprietors of which receive all the tolls, and from the traffic over which the other companies derive no benefit, the additional lines ought to be made at the sole cost of the London and Greenwich Railway Company.

That to effect the alteration in the stations, the following items have been agreed to:—

1st. That the Greenwich Company shall exchange their present station for a station to be made by the three companies, on the vacant space between the shed of the Croydon Railway Company and the parapet-wall next Tooley-street.

2d. That at least three lines of rails shall be laid down there for their exclusive use.

3d. That the communication between those rails and the railway shall be rendered as convenient as possible, by the removal of such part of the warehouse at the corner of the Maze, and by such other works as may be necessary to form the communication in the manner laid down in the annexed plan.

4th. That the approach to such new station shall be by the present roadway from Duke-street, or by the staircase of the Croydon Company, or by both, as may be most expedient.

W. Shadbolt, Josiah Wilson, Thos. W. Tyndale, J. Lavendale, W. A. Wilkinson, Fred. Roberts, Wm. Burkell, John Harman, and Donald M'Lean, Esqrs.

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5th. That the three companies shall provide convenient offices for the Greenwich Company in lieu of the present offices.

6th. That the three companies shall improve the roadway from Duke-street (the common approach to the two stations), by widening it on the north side, as shown on the annexed plan by the colour.

7th. That the Greenwich Company shall convey to the three companies the small piece of ground necessary for the above purposes, as well as the part of the warehouse above-mentioned, at a fair valuation.

8th. That the arches under the present Greenwich station shall remain the property of that Company, and the arches under the present Croydon station shall be the property of the other three companies, notwithstanding the exchange of surface for station, with liberty, however, for either party, at their own expense, to strengthen or support the arches, as occasion may require.

9th. That all the above-mentioned works, or works necessary to be done to carry the above arrangements relative to the stations into effect, shall be made at the cost of the three companies.

10th. That as the station, independent of that portion which is to be appropriated for the exclusive use of the Greenwich Company, is intended for the other three companies, it is expedient that the same should be arranged and managed with a view to their common convenience, and that it should consequently be made and maintained by and at their common expense.

11th. That as the Croydon Company have already expended a large sum in the construction of the station, for the use of which they are to receive an adequate remuneration from the Brighton and South Eastern Companies, it is agreed that those two companies should, by way of redemption of such remuneration, each pay to the Croydon Company an equal one-third of the expense already incurred by the Croydon Company in and about the station.

12th. That such further outlay as may be required to effect the necessary alteration and enlargement of the station shall be made by the last-mentioned three companies in equal proportions.

13th. That the alterations shall be arranged and made, and the station so altered shall be maintained and used by the three companies as tenants in common.

14th. That to effect this last object, a commission be formed, to consist of the chairman and deputy-chairman for the time being of each company, which should have the sole control of the arranging, making, maintaining, and using the said station.

15th. That should any other company hereafter make a line of railway to join the railway of either of the three companies, so as to render it necessary to use the station, such new company shall be admitted into the commission upon equal terms, upon contributing one-fourth of the total cost, to be divided amongst the three companies.

16th. That as the Greenwich Company have expressed their inability or unwillingness to make and maintain the two additional lines of rails from the stations to Corbett's-lane, decided to be necessary, the three other companies will make and maintain them on the following terms:

"1. That the Greenwich Company shall convey to the three companies, for a nominal consideration, all the land on the south side of their railway, or between the above points.

"2. That if such last-mentioned land shall at any place or places be less in width than 24 feet 6 inches from the south side of their railway, additional land necessary to make it that width shall be purchased by the three companies, and the purchase moneys and expenses be repaid them by the Greenwich Company, and also any sum or sums which may be paid or payable to any landowner for or by reason of the taking and using such land, or widening the said railway.

"3. That should any damage be done to the arches or railway of the Greenwich Company, or any injury be sustained by them in the course of and occasioned by the making and constructing of the additional lines by the three companies, the Greenwich Company shall receive satisfaction and compensation from the three companies.

"4. That as the three companies will be relieved from the toll at present payable to the Greenwich Company, and also in consideration of the exchange of stations and of the land conveyed to them, they will in lieu pay to the Greenwich Company the sum of 1*d.* for each passenger conveyed over such additional lines, clear of all charge or deduction.

"5. That the three companies shall continue to pay the present toll until June 1841.

"6. That the additional lines shall be made and maintained at the expense of the Croydon, Brighton, and the South Eastern Companies, in three equal proportions, and shall be made, maintained, and managed by the said commission.

"7. That should any other company hereafter make a line of railway to join the railway of either of the three companies, so that the passengers on such new railway should use such additional lines, such new company shall be admitted into the commission upon paying one-fourth of the expense of such additional lines, to be divided between the other three companies in equal parts, or shall pay in lieu thereof the sum of 3*d.* as toll; 1*d.* thereof to be paid to the Greenwich Company as aforesaid, and the other 2*d.* to the three companies, to be divided between them in equal parts."

17th. That if any dispute or misunderstanding touching the above terms, or of any matter consequent thereupon, and necessary for effecting the objects and carrying them into full effect, the same shall be submitted to the arbitrament of whose determination shall be conclusive between the parties.

18th.

18th. That these terms be signed by the chairman of each of the four companies, and that a Bill or Bills be promoted in the ensuing session of Parliament for enforcing and carrying them into effect.

December 1839.

W. Shadbolt, Josiah Wilson, Thos. W. Tyndale, J. Baxendale, W. A. Wilkinson, Fred. Roberts, Wm. Burchell, John Harman, and *Donald M'Lean,* Esqrs.

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288. Mr. *Easthope.*] Suppose the Greenwich Company were to turn round and say, "We do not think it fair, but we will refer the question on the principle of arbitration, whether it is fair or not"?—We could have no objection to anybody arbitrating upon it, we consider it so fair.—(Mr. *Harman.*) We should be glad to refer the whole question to arbitration, so as to take it upon a fair principle.

289. (To Mr. *Shadbolt.*) Would you be willing, on behalf of the Greenwich Company, to refer the matter to arbitration?—That is a thing which has never been discussed; there would be very great difficulty, I think, in finding an arbitrator in such a case as this; but we are before Parliament, and are ready to go on with the work; we are in time; the Standing Orders have all been complied with by us.

290. Mr. *Loch.*] But you ask a greater toll?—Certainly.

291. And the other parties do not?—I can say nothing to that.

292. Mr. *Easthope.*] You say you think there would be great difficulty in finding an arbitrator in such a case; have you formed in your own mind an idea of what that difficulty is?—It is a very complicated case, and there are a great many interests to consider; there are a great many shareholders to consult; we have not the power, that I am aware of, to arbitrate without the consent of the shareholders.—(Mr. *Wilkinson.*) We have always considered that the Committee would constitute themselves the arbitrators; we have proposed a certain arrangement which we think exceedingly fair; we think the toll demanded by the Greenwich Company, the present toll, perfectly sufficient to make the new line, instead of the present inconvenient line.

[The Witnesses withdrew.

Mr. *Wilkinson* and Mr. *Burchell,* were again called in.

Mr. *Wilkinson* and Mr. *Burchell.*

4 February 1840.

293. Lord *Granville Somerset.*] (To Mr. *Wilkinson.*) Will you have the goodness to state to the Committee whether, in your Bill before Parliament, you contemplate taking land of any other party than the Greenwich Railway Company?—I believe not; there are some little points, I believe small portions of land, which the Greenwich Railway do not at present possess; the corner of a building, or something of that kind; but the solicitor can speak more precisely to that than I can; at all events, they are not on any scale.

294. Are you aware whether those parties would allow you to take their land?—I am not.

295. (To Mr. *Burchell.*) In order to effect this work, would it be necessary for the Croydon Company to take any land except that now belonging to the Greenwich Company?—I do not know that it would; we shall not take any land except theirs, or that land which they have the power to buy up; but I am not quite sure whether they have completed their titles to it; they have the power to purchase 75 feet.

296. Has their power of purchasing expired?—I understand there is no limitation of time in their Act.

FIRST REPORT

FROM THE

SELECT COMMITTEE

ON

RAILWAY COMMUNICATION;

TOGETHER WITH THE

MINUTES OF EVIDENCE

TAKEN BEFORE THEM.

Ordered, by The House of Commons, *to be Printed*,
6 *February* 1840.

&c.

SECOND

REPORT

FROM THE

SELECT COMMITTEE

ON

RAILWAY COMMUNICATION;

TOGETHER WITH THE

MINUTES OF EVIDENCE,

TAKEN BEFORE THEM.

Ordered, by The House of Commons, *to be Printed,*
2 *March* 1840.

Martis, 21° *die Januarii*, 1840.

Ordered, That a Select Committee be appointed to inquire into the state of Communication by Railways, and to report their Observations thereupon to The House.

And a Committee was appointed, of—

Sir John Guest.	Lord Stanley.
Mr. Labouchere.	Mr. Greene.
Sir Robert Peel.	Sir Harry Verney.
Lord Granville Somerset.	Mr. Henry Baring.
Mr. Thornely.	Sir James Graham.
Lord Sandon.	Lord Seymour.
Mr. Loch.	Mr. Easthope.
Mr. Freshfield.	

Ordered, That the Committee have power to send for Persons, Papers, and Records.

Ordered, That Five be the Quorum of the Committee.

Mercurii, 22° *die Januarii*, 1840.

Ordered, That Mr. Emerson Tennent and Mr. French be added to the Committee.

Martis, 11° *die Februarii*, 1840.

Ordered, That it be an instruction to the Committee on Railway Communication, to consider of the expediency of inserting the following clause in all Railway and Canal Bills which may pass through Parliament during the present Session:

"And be it Enacted, That no bridge or tunnel, or approaches to the same, for carrying a turnpike-road over or under any part of a Railway or Canal shall be made or constructed of less width between the fences, walls, or parapets thereof than 21 feet; nor shall any bridge or tunnel, or approaches to the same, for carrying any other public carriage-road over or under any part of a Railway or Canal be made or constructed of less width between the fences, walls, or parapets thereof than 16 feet; nor in any case less than so much greater width, not exceeding 30 feet, as may be the average width of the turnpike or other public carriage-road for 100 yards on each side of that part of the Railway or Canal where any bridge or tunnel is intended to be made or constructed."

THE REPORT - - - - - - - - - - - - p. 3
MINUTES OF EVIDENCE - - - - - - - - - - p. 5

REPORT.

THE SELECT COMMITTEE appointed to inquire into the State of COMMUNICATION by RAILWAYS, and who were empowered to report their Observations, together with the MINUTES of EVIDENCE taken before them from time to time, to The House;——HAVE further considered the Matters to them referred, and have to REPORT:

THAT they have taken into their consideration the following Clause, which has been referred to them by The House:

"And be it Enacted, That no bridge or tunnel, or approaches to the same, for carrying a turnpike-road over or under any part of a Railway or Canal shall be made or constructed of less width between the fences, walls, or parapets thereof than 21 feet; nor shall any bridge or tunnel, or approaches to the same, for carrying any other public carriage-road over or under any part of a Railway or Canal be made or constructed of less width between the fences, walls, or parapets thereof than 16 feet; nor in any case less than so much greater width, not exceeding 30 feet, as may be the average width of the turnpike or other public carriage-road for 100 yards on each side of that part of the Railway or Canal where any bridge or tunnel is intended to be made or constructed."

Your Committee have upon this subject examined Mr. Palk, the legal adviser of the Chairman of Committees in the House of Lords, and it appears from his Evidence, that about the end of the year 1836 complaints were made to the Chairman of the Committees, and he introduced clauses into all subsequent Railway Bills, containing the provisions here annexed, and which Your Committee will now proceed to compare with the Clause referred for their consideration. 11.

The rule, which since that period has, with few exceptions, been adopted by the Chairman of Committees in the House of Lords, provides, that the width of turnpike-roads passing under bridges or tunnels should be 25 feet, and the width of highways passing under bridges or tunnels should be 15 feet.

The Clause referred to Your Committee for their consideration provides, that no bridge or tunnel for carrying a turnpike-road under any part of a Railroad or Canal shall be constructed of less width than 21 feet, and no bridge or tunnel for carrying any public carriage-road under any part of a Railway or Canal shall be constructed of less width than 16 feet.

It will be perceived, therefore, that as regards a turnpike-road, the Clause referred to Your Committee requires a less width by four feet than has been

required by the rule adopted in the House of Lords, while, as regards a highway or public carriage-road, an additional width of one foot is required more than has been deemed necessary by the regulations of the House of Lords. These regulations further provide, that the height of a bridge or tunnel passing under a Railway should be 16 feet. This appears to Your Committee to be also an important regulation. It will be found in the Evidence annexed to the Second Report of the Committee on Railways in the last Session, that it has been especially provided that the bridges or tunnels for carrying turnpike-roads under the Brighton Railway shall be 18 feet in height, and it is stated that this height was insisted upon for the convenience of the farmers and hop-growers in that district. The rule of the House of Lords also requires that the width of a turnpike-road upon a bridge passing over a Railway must be 25 feet, and the width of a public carriage-way 15 feet, with a parapet-wall in each case four feet high. A reference to the Analytical Table in the Appendix to the Second Report of the Railway Committee of last Session will show that these Regulations have been introduced into all the Railway Acts since the year 1836.

Q. 2078. Analytical Table, p. 506.

Your Committee would now recommend to The House that in all original Railway Acts, and in all Railway Acts authorizing new works in the present Session of Parliament, the rule of the House of Lords should be adopted as to works to be carried into execution under the provisions of those Acts respectively, with this addition, that in every bridge or tunnel the arches should spring from abutments of not less height than 10 feet. Your Committee would also recommend that in all Railway Acts authorizing further works passed in any future Session of Parliament, the rule shall be as follows, with respect to works to be carried into execution under the provisions of those Acts respectively:

Whenever a turnpike-road passes under a Railway, the width of the bridge or tunnel shall in no case be less than 30 feet, and there shall be on each side footways of 2 ½ feet in width. Whenever a public carriage-road passes under a Railway, the width of the bridge or tunnel shall be not less than 20 feet, and there shall be on each side footways of 18 inches wide; the height of the bridge or tunnel shall in no case be less than 16 feet, and the arches shall spring from abutments of not less than 10 feet in height.

Similar provisions might also, with advantage, be made applicable to all Canal Bills which shall in future be introduced into Parliament.

2 *March* 1840.

MINUTES OF EVIDENCE.

Martis, 25° die Februarii, 1840.

MEMBERS PRESENT.

Mr. Freshfield.	Lord Seymour.
Mr. Greene.	Lord Granville Somerset.
Mr. Loch.	Mr. Thornely.
Lord Sandon.	

LORD SEYMOUR, IN THE CHAIR.

Robert John Palk, Esq. called in; and Examined.

R. J. Palk, Esq.

25 February 1840.

1. *Chairman.*] WHAT office do you hold?—I hold the situation of counsel to the Chairman of Committees in the House of Lords.

2. Are there not certain regulations inserted by the Chairman of Committees in the House of Lords with reference to railways?—Yes; the rule which Lord Shaftesbury has laid down is this,—that the width of turnpike-roads passing under tunnels should be 25 feet; the width of public carriage-roads passing under tunnels should be 15 feet; the height of a tunnel above the surface of a road should be 16 feet; the width of a turnpike-road upon a bridge passing over a railway should be 25 feet; the width of a highway or a public carriage-way should be 15 feet, and the parapet-wall should be four; but I believe the parapet-wall was always required to be four feet under the old Standing Order of the House of Lords.

3. That being the same whether in a turnpike-road or a highway?—Yes.

4. Lord *Granville Somerset.*] Is not there a clause inserted in every Railroad Bill, that if they make any alteration in a turnpike-road they must restore it to its original width?—They must restore it to its original state are the words, by which I conceive width to be understood, or as near thereto as can be; or in case the road is completely destroyed by the means of the operations on railways, they are to substitute a road equally convenient; we conceive that to mean equally convenient in every respect, in width and in mean elevation, and so on.

5. Mr. *Greene.*] Do you apprehend that clause would apply to bridges?—I apprehend it would apply to approaches to bridges, certainly.

6. Not to the actual road passing upon the bridge itself?—No; when there is a clause saying that the bridge need not be above a certain width, I think the precise clause would control those general words.

7. *Chairman.*] Has it reference to canals as well as railways?—No, it has not. In point of fact, the Bills for canals have been so very few of late, they have not called for great attention; but it certainly ought to be applicable to canals as well as to railroads.

8. Lord *Granville Somerset.*] A clause which has been referred for the consideration of this Committee proposes there shall be three feet less for turnpike-roads, and for highways one foot more?—Yes; the width of turnpike-roads is three feet less, the width of a general highway or carriage-road one

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foot more; then there is no provision for what, perhaps, is the most material of all, for the height of the tunnel.

9. What clauses have been introduced with reference to the height?—In the clause Lord Shaftesbury insists upon with respect to the width of roads under tunnels, he insists also that the height from the surface of the road to the centre of the tunnel shall not be less than 16 feet, whether a turnpike-road or a public carriage-road.

10. *Chairman.*] As these regulations have been in force for some time, have they been found convenient?—I do not recollect any objection to them myself, except in Scotch Acts and the case of the South Western Railway Act of last year; there the parties concerned objected to any alterations of the dimensions of the tunnels and bridges prescribed by the original Act. When the height of the tunnel was required to be 13 feet, the railway engineers have objected to it.

11. Lord *Granville Somerset.*] Will you state to what extent these regulations have been carried out?—I must here trust to my recollection, which is imperfect as to the time at which the alteration from the old rule originated. I believe it originated in the latter part of the year 1836, prior to which it appears, by reference to clauses in Railway Bills, that the width of tunnels in all roads, both turnpike and public highways, was generally 15 feet; the height of the tunnels for each species of roads was 16 feet, and the width over bridges was 15 feet for each class of road, and the parapet wall was four feet. I think about the end of the year 1836 complaint was made to Lord Shaftesbury with respect to the width of those roads, and he altered the width to that which is the present rule. I must explain here that, during the years 1837 and 1838, I thought the dimensions fixed for tunnels and bridges were as follows: for tunnels, width of turnpike, 30 feet; for highways, 20 feet, and the height of tunnel for turnpikes was 18 feet; for public carriage roads, 16 feet; for bridges the width of turnpikes was 30 feet; for public carriage-roads, 20 feet; and I was generally in the habit of insisting on them until the year 1839, when a dispute happened between me and the South Western Railway agent, as to those dimensions, when Lord Shaftesbury said that the dimensions he had settled were those stated in the former part of my evidence, and desired that those dimensions should be considered as the rule. I should also state that a discussion about the dimension of Scotch railways took place in the year 1837, when the height of the tunnel for public roads was reduced to 15 feet. The Committee ought also to bear in mind that the provisions I have mentioned are not the only provisions in Railway Acts relative to the dimensions of railway tunnels, and bridges crossing turnpike-roads. The more important turnpike-roads are generally protected by special clauses.

12. *Chairman.*] Is that now applied to every railway?—The rule certainly extends to every railway which has new works upon it; in some cases, however, I perceive some of the railways, in which new works were to be done, are governed by the provisions of the original Act, which was passed before the alteration in the old rule, and consequently the dimensions in those cases will be deficient in the required width of the tunnels and bridges for turnpike-roads.

13. Are there any other regulations with reference to railways, as to roads passing on a level, and so on?—We always restrict them by the Standing Order that they shall not pass on a level unless that is sanctioned by the Committee on the Bill. Then there is a regulation as to the convenient ascents and descents for footpaths.

14. Lord *Granville Somerset.*] Can you deliver in a paper showing to what extent these regulations have been carried out?—The papers I am about to deliver in comprise, I believe, all the Railway Acts which have passed during the three last Sessions of Parliament, and in which new works were to be made.

[*The Witness delivered in the same.*]

YEAR 1836.

RAILWAYS.	TUNNELS.				BRIDGES.		
	WIDTH.		HEIGHT.		WIDTH.		PARAPET WALL.
	Turnpike.	Public.	Turnpike.	Public.	Turnpike.	Public.	
	Feet.	*Feet.*	*Feet.*	*Feet.*	*Feet.*	*Feet.*	*Feet.*
Birmingham and Gloucester	15	15	16	16	15	15	4
Belfast	15	15	16	16	15	15	–
Arbroath	15	-	16	–	15	–	–
Birmingham and Derby	25	18	16	16	25	25	4
Bristol and Exeter	15	15	16	16	15	15	4
Aylesbury	25	18	16	16	15	15	4
Brandling Railway*	15	15	16	16	15	15	4
Deptford Pier	width of the road		18	18†	–	–	–
South Eastern	25	18	16	16	25	15	4
Newcastle-on-Tyne	15	15	16	16	15	15	4
Cheltenham and Great Western.	15	15	16	16	20	15	4
Midland Counties	30	21	16	15	30	21	4
Birmingham, Bristol, and Thames Junction.	25	18	16	16	25	25	4
Kingston and Selby	15	15	16	16	15	15	4
York	15	15	16	16	15	15	4
Taff Vale	25	18	16	16	25	15	4
Northern and Eastern	20	15	18	16‡	20	15	4
London Grand Junction	width of roads		–	–	30	30	4
Great North of England	15	15	16	16	15	15	4
Eastern Counties	25	18	16	16	25	15	4
North Midland	25	18	16	16	25	15	4
Shell Haven	30	25	25	25	30	25	4
Sheffield and Rotherham	15	15	15	15	15	15	4
Manchester and Leeds	30	15	16	16	30	15	4

* This Act contains no compulsory powers.

† Made on arches. ‡ Least width, but to be same as bridge now on the road.

YEAR 1837.

RAILWAYS.	TUNNELS.				BRIDGES.			
	WIDTH.		HEIGHT.		WIDTH.		WALL.	
	Turnpike.	Public.	Turnpike.	Public.	Turnpike.	Public.	Turnpike.	Public.
	Feet.	*Feet.*	*Feet.*	*Feet.*	*Feet.*	*Feet.*	*Feet.*	*Feet.*
Sheffield and Manchester.	30	20	16	14	30	20	4	4
Whitby & Pickering	30	20	16	14	30	30	4	4
Lancaster & Preston	25	15	16	16	25	15	4	4
Manchester & Leeds	30	20	16	14	30	30	5	5
Chester and Crewe	30	20	18	16	30	20	4	4
Durham and Sunderland.	30	20	18	16	20	—	—	—
Manchester and Birmingham.	30	20	18	16	30	20	4	4
North Midland	30	25	18	16	30	20	4	4
Leinster and Munster	20	20	16	16	-	-	4	4
Kilmarnock & Troon	25	20	18	16	30	20	4	4

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RAILWAYS.	TUNNELS.				BRIDGES.			
	WIDTH.		HEIGHT.		WIDTH.		WALL.	
	Turnpike.	Public.	Turnpike.	Public.	Turnpike.	Public.	Turnpike.	Public.
	Feet.	*Feet.*	*Feet.*	*Feet.*	*Feet.*	*Feet.*	*Feet.*	*Feet.*
Dublin and Drogheda	30	20	16	14	30	20	4	4
Dundalk - -	25	25	16	16	25	20	4	4
Durham Junction -	30	20	18	16	30	25	4	4
Glasgow & Greenock	25	15	16	15	25	15	4	4
Great North of England.	30	20	18	18	30	20	- special provision.	4
Hartlepool - -	30	20	18	16	30	20	4	4
Wishaw and Coltness	25	20	18	16	25	20	4	4
Maryport and Carlisle	30	25	18	16	30	25	4	4
Glasgow and Ayr -	25	15	16	15	25	15	4	4
Pollock and Govan -	30	25	18	16	30	25	4	4
Croydon & Brighton	30	25	18	18	25	15	4	4
Bolton and Preston -	25	20	18	16	30	20	4	4
Bishop Auckland -	30	20	18	16	30	20	4	4
Preston and Wigan	30	20	16	14	30	30	5	5
York and N. Midland	30	20	18	16	30	20	4	4
Chester and Birkenhead.	30	25	18	16	30	25	4	4
Cork and Passage -	25	25	18	16	24	24	4	4
Kilmarnock & Troon	25	20	16	16	30	20	4	4
Dublin & Drogheda	30	20	16	14	30	20	4	4
Railways in which the Tunnels and Bridges are regulated by the Old Act.								
London and Southampton.	15	15	16	16	15	15	4	4
Great Western -	15	15	16	16	15	15	4	4
South Eastern -	25	18	16	16	25	15	4	4
Birmingham & Gloucester.	15	15	16	16	15	15	4	4
Taff Vale - -	25	18	16	16	25	15	4	4

YEAR 1838.

RAILWAYS.	TUNNELS.				BRIDGES.		
	WIDTH.		HEIGHT.		WIDTH.		WALLS.
	Turnpike.	Public.	Turnpike.	Public.	Turnpike.	Public.	
	Feet.	*Feet.*	*Feet.*	*Feet.*	*Feet.*	*Feet.*	*Feet.*
Edinburgh and Glasgow -	25	15	16	15	25	15	4
Taw Vale - - -	30	25	18	18	30	25	4
Eastern Counties - -	- -	20	- -	- -	- -	20	—
Railways in which the Tunnels and Bridges are regulated by the Old Act.							
Cheltenham and Great Western.	15	15	16	16	20	15	4
Bristol and Exeter - -	15	15	16	16	15	15	4
Bolton and Preston - -	25	20	18	16	30	20	4
Midland Counties - -	30	21	16	15	30	21	4
Eastern Counties - -	25	18	16	16	25	15	4
Birmingham and Derby -	25	18	16	16	15	15	4

R. J. Palk, Esq.

25 February 1840.

YEAR 1839.

RAILWAYS.	TUNNELS.				BRIDGES.		
	WIDTH.		HEIGHT.		WIDTH.		WALLS.
	Turnpike.	Public.	Turnpike.	Public.	Turnpike.	Public.	
	Feet.	*Feet.*	*Feet.*	*Feet.*	*Feet.*	*Feet.*	*Feet.*
Liverpool and Manchester	30	25	18	18	30	25	4
South Western - - -	25	15	16	- -	25	15	—
Bristol and Gloucester -	24	18	16	16	24	18	4
Manchester and Leeds -	30	15	16	16	25	15	4
West Durham - - -	30	20	18	16	30	20	4
Northern and Eastern -	- -	- -	18	16	- -	- -	4*
Railways in which Tunnels and Bridges are regulated by the Old Act.							
Great North of England -	30 or 15	20 or 15	18 or 16	16	30 or 15	20 or 15	4
South Eastern - - -	25	18	16	16	25	15	4
North Midland - -	25	18	16	16	25	15	4
Manchester & Birmingham	30	20	18	16	30	20	4
Northern and Eastern -	20	15	18	16	20	15†	4
Commercial Railway.‡							

* Width to be such as the traffic required, reference being had to the width of the present bridges on roads crossed by the railway.

† Least width. Width of bridges and tunnels to be such as the traffic required, regard being had to the width of present bridges on railway.

‡ Made on arches. Arches to be width of streets or roads.

Lunæ, 2° die Martii, 1840.

MEMBERS PRESENT.

Mr. H. Baring.	Mr. Loch.
Mr. Freshfield.	Lord Seymour.
Sir James Graham.	Mr. Thornely.
Lord Granville Somerset.	Sir Harry Verney.
Mr. Greene.	

LORD SEYMOUR, IN THE CHAIR.

Robert John Palk, Esq. called in; and further Examined.

R. J. Palk, Esq.

2 March 1840.

15. Mr. *Loch.*] THERE is a clause introduced into Railway Acts, by the Rules of the House of Lords, having for its object to equalise the charges on railways?—There is such a clause.

16. It has been stated to the Committee, that the effect of that clause may be this, that the companies taking advantage of it, may, in point of fact, prevent private carriers carrying upon the railroad?—They may, in fact, do this: they may insist upon every carrier carrying goods paying the same for those goods that they themselves charge for them, there being no distinction between the

R. J. Palk, Esq.

2 March 1840.

cases of the railway company itself carrying and other persons carrying upon that railway.

17. The practical effect of that would be, to drive the private carrier from the road, would it not?—It would drive him from it if the railway company included all their profit in the charges they made for locomotive power for carriages, and for the tolls they take in respect of goods; but if the company took a profit beyond that, then of course the carrier would be able to compete.

18. Does it, in your apprehension, appear that, as such an advantage might be taken of that clause as it now stands, it would be advisable to alter it?—I think it would; but it is rather a question for the Committee than for myself; if the object is to allow the carriers to compete with the companies on their railway, that clause should be altered; for the great probability is, that, with this clause existing as it does, they cannot compete, at least not in an efficient way.

19. Has it occurred to you how that might be met?—Since the conversation which took place in the Committee, when I was last before them, I have considered that the object might be effected by dividing the clause; by saying that the railway company should charge a certain rate, and equal rates, when they carried by themselves; and that they should charge a certain rate, and equal rates, but less rates, when the carriers carried upon the railway.

SECOND REPORT

FROM THE

SELECT COMMITTEE

ON

RAILWAY COMMUNICATION;

TOGETHER WITH THE

MINUTES OF EVIDENCE

TAKEN BEFORE THEM.

Ordered, by The House of Commons, *to be Printed,*
2 *March* 1840.

92.

Under 2 oz.

THIRD

REPORT

FROM THE

SELECT COMMITTEE

ON

RAILWAY COMMUNICATION;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE.

Ordered, by The House of Commons, *to be Printed,*
14 *May* 1840.

Martis, 21° die Januarii, 1840.

Ordered, THAT a Select Committee be appointed to inquire into the State of Communication by Railways, and to report their Observations thereupon to The House.

And a Committee was appointed, of—

Sir John Guest.
Mr. Labouchere.
Sir Robert Peel.
Lord Granville Somerset.
Mr. Thornely.
Lord Sandon.
Mr. Loch.
Mr. Freshfield.
Lord Stanley.
Mr. Greene.
Sir Harry Verney.
Mr. Henry Baring.
Sir James Graham.
Lord Seymour.
Mr. Easthope.

Ordered, THAT the Committee have power to send for Persons, Papers, and Records.

Ordered, THAT Five be the Quorum of the Committee.

Mercurii, 22° die Januarii, 1840.

Ordered, That Mr. Emerson Tennent and Mr. French be added to the Committee.

Martis, 11° die Februarii, 1840.

Ordered, THAT it be an instruction to the Committee on Railway Communication, to consider of the expediency of inserting the following clause in all Railway and Canal Bills which may pass through Parliament during the present Session.

"And be it Enacted, That no bridge or tunnel, or approaches to the same, for carrying a turnpike-road over or under any part of a Railway or Canal shall be made or constructed of less width between the fences, walls, or parapets thereof, than 21 feet; nor shall any bridge or tunnel, or approaches to the same, for carrying any other public carriage-road over or under any part of a Railway or Canal, be made or constructed of less width between the fences, walls, or parapets thereof, than 16 feet; nor in any case less than so much greater width, not exceeding 30 feet, as may be the average width of the turnpike or other public carriage-road, for 100 yards on each side of that part of the Railway or Canal where any bridge or tunnel is intended to be made or constructed."

THE REPORT - - - - - - - - - - - - p. 3
PROCEEDINGS OF THE COMMITTEE - - - - - - p. 13

THIRD REPORT.

THE SELECT COMMITTEE appointed to inquire into the State of COMMUNICATION by RAILWAYS, to whom several Petitions were referred, and who were empowered to report their Observations, together with the MINUTES OF EVIDENCE taken before them, from time to time, to The House;——HAVE further considered the Matters to them referred, and have to REPORT:

THAT they have now proceeded with an important branch of their inquiry, which the Committee of the last Session felt to be still incomplete, namely, "the power which has been given by the Legislature to Railway Companies, and the probable effect which the exercise of this power will have upon the intercourse of the country and the general convenience of the Public."

The investigation of this subject demonstrates beyond all doubt that Parliament was anxious to prevent Railway Companies from obtaining an exclusive control over the conveyance of Passengers and Goods along their respective lines; and by a reference to Railway Acts, it will be seen that provisions have been carefully inserted in all of them, for the purpose of protecting the Public against the establishment of a monopoly, the evils of which Parliament appears to have apprehended.

At the time, however, when the first Acts by which the sanction of Parliament was given to any extensive lines of Railway communication, the subject was very imperfectly understood; powers were consequently conceded to these Companies, which counteracted and rendered of no avail the evident purposes of the Legislature, whilst on the other hand conditions were imposed on them, which tended seriously to endanger the safety of the Public, and to impair the efficiency of this new means of intercourse. The original error consisted in a total misapprehension of the best means of providing locomotive power on Railways: Parliament at first considered that this might be safely left to be supplied by public competition; and its measures were accordingly framed with the view of affording a free scope to all persons who might be willing to engage in such an undertaking. The general impression of Parliament appears to have been, that there existed a close analogy between the principles which govern the means of conveyance by Railway and by Canal, and this indeed appears to have been the opinion of the Railway Proprietors themselves; parties soliciting Railway Bills have frequently declared that they required no monopoly, that they considered themselves to be merely toll proprietors, and that it was neither their desire, nor for their interest, to undertake the conveyance of Passengers and Goods over the lines of road which they proposed to construct.

Report on Railway Communication of 1837-38, Q. 428. 495.

The Legislature, in its anxiety to prevent a monopoly which was not sought even by the promoters of the Bills, enacted that any person might place and run his own engines, carriages, and waggons on a Railway, subject

to the payment of certain Tolls, but under such Regulations as might be made by the Company. With the same view it was provided that the owners and occupiers of adjoining lands should have free access to the Railway, and might make Branch Lines to join the Company's Line, in which case the Company should be bound to make an opening for the Branch Line, charging the cost of this work to the parties requiring the accommodation. Rights were also given to Lords of Manors and other owners of contiguous land to erect wharfs, and they were further empowered to use the Railway as far as their own land extended, without being liable to any payment of toll, (a privilege obviously useless, except under the supposition that such land-owners need not apply to the Company for locomotive power); while the beneficial use which they might make of Railways, in the cheap conveyance of their produce to a distant market, and in bringing manure and materials for their lands and buildings, was frequently stated to be the chief inducement for allowing their property to be intersected, and their lands purchased.

Parliament, in pursuance of the same erroneous view, considered that it had sufficiently provided for the interests of the Public, when it had limited the amount of Tolls, and enacted that these should be regularly published, by being affixed in conspicuous parts of the toll-houses; rates for the carriage of various articles, such as limestone, coal, manure, timber, corn, cotton, &c., were evidently limited with the same intention of guarding the Public against an arbitrary charge. It is obvious that all these restrictions and limitations were useless, except under the supposition that there should be a free competition among the parties supplying the locomotive power.

In the first instance, undoubtedly, many Railway Proprietors believed that they were to derive their profits and the return for the outlay of their capital from Tolls only, and that it was not for their interest to be engaged in the carriage of Passengers or Goods. Great difficulty, however, was found in adhering to this principle, since parties unconnected with the Railway were not willing to embark their capital in an establishment of engines and carriages under such regulations as were deemed necessary by the Companies. Further experience also taught Railway Directors that they could not, with due regard to the efficiency of their Railway, and to the convenience and safety of the Public, allow rival parties to place and run engines and carriages on the same lines. It was eventually acknowledged that these lines of communication must be placed under one undivided control and authority, and that any departure from this principle would be attended with the greatest injury to their property and inconvenience to the Public, if not with more calamitous results. The Committee of last Session directed their attention to this point, and after a careful and lengthened inquiry, they recorded their deliberate opinion, "That it is indispensable, both for the safety and convenience of Passengers and the Public, to prohibit, as far as locomotive power is concerned, the rivalry of competing parties on the same line of Railway, although such prohibition involves the continuance of the monopoly."

Report of 1837–38. Q. 392. 537. 542. 988.

Second Report of 1839, p. 13.

It is unnecessary here to repeat the grounds on which this opinion is founded; but Your Committee beg to state to The House that they entirely agree with the conclusion come to by the Committee of last Session, and that further investigation has only strengthened the reasoning and confirmed the correctness of the opinion above recorded.

If,

If, then, it is acknowledged that Railway Companies must be confirmed in the possession of an exclusive authority and management over their own line, and that they are to be allowed an entire monopoly in providing and regulating the locomotive power, it becomes obvious that the intentions of the Legislature, and the provisions inserted in all Railway Acts for the purpose of counteracting monopoly, have been unavailing; and that, so far from now enforcing those intentions by any additional legislation, Parliament should abandon a course which could only render these great lines of communication inefficient and unsafe.

While, however, Your Committee recommend that such additional and extensive powers should be sanctioned and secured to Railway Companies, they would call the immediate attention of The House to the consideration of such measures as may, with due regard to the interest of the Companies, best protect the Public, and afford to the community some guarantee of equivalent advantage, in return for the private rights which have been interfered with. In explaining their views on this subject, Your Committee will, for the sake of clearness, divide the question into two branches; first, as regards the conveyance of passengers; and, secondly, as regards the carriage of cattle and goods by Railway.

The Conveyance of Passengers by Railway.

When Parliament limited the tolls to be charged for passengers on Railways, it was obviously with the intention of securing to the Public the means of rapid conveyance on reasonable terms; and it is equally clear, that if the companies are to remain the monopolists of the locomotive power, and are unlimited in their charge, the passengers may be subjected to any amount of fares which the Railway Directors may think fit to impose. On the London and Birmingham and several other Railways this is not the case, since it appears that clauses have been introduced into their Acts, limiting the total amount of charge for a passenger to the sum of 3½*d.* a mile.

Report on London and Birmingham Railway, 1839. Q. 154.

Several witnesses have endeavoured to maintain, that the fear of exorbitant charges on the part of Railway Companies is imaginary; for that the real interests of these great establishments must always be identical with those of the Public; and that there is no danger that the Companies should ever neglect the convenience of the passengers, from whose favour and custom their profits are chiefly derived.

Your Committee are in no way inclined to underrate the spirit of enlightened liberality and enterprise by which the Directors of these establishments have been usually animated; but it must be observed, that when Parliament carefully fixed the maximum rate of tolls, and enacted that these should be regularly published, this step was taken with the manifest intention of guarding the Public against an arbitrary charge; and under the present acknowledged monopoly of Railway Proprietors, it becomes equally incumbent on the Legislature to secure the Public against the possibility of any unreasonable exaction.

The most obvious method of securing this object would be, to limit by law the charge for locomotive power, and to provide against unreasonable demands on the part of Railway Companies for the carriage of luggage, and

the accommodation afforded at the stations. The Committee of last Session accordingly directed their attention to ascertain the cost of locomotive power. Mr. Bury, who contracted to supply the London and Birmingham Railway with locomotive power, stated his opinion that it might on that line be done at the rate of a farthing per mile per passenger, and that this would leave a fair profit to the contractor. It appears that he had himself contracted with the Directors of the London and Birmingham on these terms; but that the conditions of the contract had never been carried into effect.

Second Report of 1839. Q. 5050. 5056.

A due regard, however, to the interests of the Public, and justice to Railway Proprietors, require that no hasty decision should be adopted on this important subject, and Your Committee feel that they have not sufficient information to justify them in pronouncing an opinion applicable to all the Railways throughout the country. In order to arrive at a fair estimate of the expense of the locomotive power requisite for the conveyance of passengers, it is necessary to be accurately acquainted with a variety of details upon which there exist as yet great differences of opinion among those who have had practical experience of these undertakings. The cost of locomotive power depends in great measure upon the construction of the engine, the price of fuel, the gradients of the Line, and a variety of other points in which experience has led to very different conclusions from those which were first adopted. The number of engines necessary for the conveyance of passengers, in order to ensure regularity, and to diminish the chance of accidental delays, which are frequently attended with danger, can only be known by continued practice, and any legislative interference in this particular might hazard the efficiency of the Railway.

Any attempt to fix the charge for locomotive power must necessarily include the speed of travelling on the Railway, otherwise, since companies would be induced to use as few engines as possible, and those of cheap construction, the convenience of the passengers might be materially diminished. It is well known that increased speed adds considerably to the expenses of the Railway Companies; and consequently, under a limitation of the charge for locomotive power, they might seek to augment their profits by reducing their rate of travelling. These are some among the reasons which have prevented Your Committee from recommending to The House any interference with the charge for locomotive power imposed by Railway Companies; but while they leave to these Companies a perfect monopoly in this respect, they feel that some authority should be established for the purpose of watching over the interests of the Public, and obtaining such information as Parliament may require.

Second Report of 1839. Q. 5081.
Second Report of 1839. Q. 321.

With this view the Committee of last Session recommended that some system of superintendence should be adopted, and Your Committee concurring with them in that recommendation, have applied themselves to consider what should be the nature of that superintendence, and they have come to the following Resolutions:

1. That it is the opinion of this Committee, that Railway Companies using Locomotive Power, possess a practical monopoly for the conveyance of Passengers on the several lines of Railway, and that under existing circumstances this monopoly is inseparable from the nature of their Establishments, and from the conduct of their business, with due regard to the safety and convenience of the Public.

2. That

2. That in the absence of any effectual check from the operation of Free Competition on their respective Lines, this Committee think it is advisable to subject this monopoly to some General Superintendence and Control.

3. That it is the opinion of this Committee, that this Control will be most advantageously entrusted to some Department of the Executive Government.

4. That it is the opinion of this Committee, that this Department should have authority to send an Engineer or other person to visit and examine the Works of any Railway; and no new Railway or portion of Railway should be opened for the conveyance of Passengers until after a month's notice at the least had been given to this Department.

5. That it is the opinion of this Committee, that it should be the especial duty of this Department to see that the several provisions contained in all Acts of Parliament having reference to Railways, are duly observed, so far as the public interests are concerned; and this Department shall be authorized to institute legal proceedings, at the public expense, in cases where such provisions have not been complied with.

6. That it is the opinion of this Committee, that every Bye-law, which may be enacted under the powers contained in the several Railway Acts, should be submitted to this Department two months at the least before it is proposed that it shall be obligatory; but at the expiration of that period it shall come into operation, unless the Board shall have previously signified their disallowance of it.

7. That it is the opinion of this Committee, that this Department should have power to call for any Returns, financial or statistical, which, in the judgment of this Department, may be necessary for the performance of its duties.

Your Committee, in framing these Resolutions, have been guided by this consideration, that however improvidently Parliament may in the first instance have granted to the Railway Companies such extensive powers, it is now advisable to interfere with them as little as possible, and to limit their recommendations to a plan which may ensure the effectual administration of the Laws by which each Railway Company is incorporated. Your Committee feel, moreover, that in adopting this course they are more likely to carry along with them the good feelings and the support of the Railway Companies and their Directors, thereby exciting their continued exertions to meet the wants and remedy the complaints of the Public. Trusting, therefore, to the salutary influence which they conceive a superintending authority will exercise over these bodies, Your Committee have, in their recommendations, mainly had in view the means of enforcing the Law and the power of obtaining such Returns as may be required, with the view of observing in what manner these powerful Bodies continue to execute the important trusts committed to them, and to enable such superintending authority to recommend to Parliament additional measures, if hereafter they should be deemed requisite.

Your Committee have taken much evidence upon subjects connected with the convenience and safety of passengers on Railways, and also with regard to the probable effect of Railway communication on the interests of the poorer classes of society; to these they do not now consider it necessary to advert, because they feel confident that when a Board shall have been appointed, far more satisfactory information on these points will be obtained than any which could be procured by a Parliamentary Committee, and they are most desirous that those questions in which the interests of the public and of Railway Proprietors may appear to be adverse to each other, should not be decided upon by Parliament until the practical effect of the proposed superintendence shall have been tried.

Much will of course depend upon the constitution of the superintending authority; but Your Committee believe that the details of the necessary arrangements will be best left to the Executive Government, and they will, therefore, only suggest that this superintendence should be entrusted to some department which may be immediately responsible to Parliament for its proceedings, and may serve as the channel of communication whereby Parliament may at all times obtain such further information as may be required.

Your Committee believe that the establishment of such superintendence will guard the interests of the public, without injuring the owners of Railway property; and they believe that with this security, the public will no longer view with jealousy the extensive powers which it has been found necessary to confer on Railway Companies.

Carriage of Cattle and Goods by Railways.

The Committee of last Session collected a great variety of evidence on this subject; and in furtherance of the same inquiry, Your Committee have carefully considered the petitions which have been referred to them by The House, and have examined many carriers and other persons interested in the carrying trade.

Your Committee have shown that Railway Companies have obtained a complete monopoly for the conveyance of passengers on their several Lines; and it has been recommended that under a proper supervision this monopoly should be protected and confirmed. Upon this admission three further questions immediately arise; first, whether these companies will probably obtain a similar monopoly for the conveyance of goods; secondly, supposing such monopoly to be established, would it be advantageous or inconvenient to the public; and lastly, should Parliament interfere, and to what extent.

The subject is one of importance, not merely as it affects the interest of the carriers, but as it involves the transport of merchandize, and the supply of markets, thereby materially concerning the accommodation of the public, and exercising an influence over the internal and external commerce of the country.

Whenever a Line of Railway is opened for the carriage of goods, it enters into competition with the means of conveyance previously existing, whether by roads or by canals. It appears from the evidence that carriers using waggons or vans on roads cannot successfully compete with a railway.

On

On the longest line of railroad communication as yet completed in this country, namely, from London to Liverpool and Manchester, it is stated that the carriers have been obliged to abandon their former mode of transmitting goods by conveyance on the turnpike roads, and seek assistance from the Railway Companies. The canals, however, still retain their business; and having reduced their charges, continue to be used for the carriage of goods in cases especially where the weight gives them some advantage over the Railway. As far as regards the heavy merchandize, it appears probable that the canals will always secure the public against any unreasonable demands on the part of the Railway Companies; but Your Committee are aware that instances are not unfrequent where companies and large capitalists, instead of competing with each other, and acting in rivalry, have combined and entered into agreements, whereby the public have suffered. In proportion as the carriage of goods by turnpike roads is gradually abandoned, and the capital now employed in this means of conveyance is transferred into other trades, the opportunity of a combination between canal and railway proprietors will be facilitated, and the whole internal commerce of the country may be under such an arrangement disadvantageously influenced and controlled.

Q. 448.

Q. 590. 673.

Your Committee have consequently endeavoured to ascertain in what manner the carriage of goods by Railway may be most advantageously conducted, so as to secure the public against the evils incident to monopoly. The carriers in most of their Petitions suggest that the only measure by which their trade can be protected, is by prohibiting Railway Companies from acting as carriers on their own line of Railway, and in support of this opinion, they have brought a number of witnesses before Your Committee, and numerous cases have been stated in which the carriers considered themselves to have been seriously injured by the regulations of the Railway Directors. It appears that, even as regards the carriage of goods, a Railway Company must have certain powers of regulating the trade on their own Line. The Company must supply the locomotive power, fix the speed of conveyance, the weight to be conveyed, the hours of arrival and departure, and such other matters of detail as are essential to the due management of their Railway; many witnesses contend that their duties should here cease, and that the Companies should not be allowed to carry goods on their own behalf, otherwise they will by indirect as well as by direct means drive all private carriers from their Line.

On the three undermentioned Railways, three different systems are in operation. The London and Birmingham Railway Company do not act as carriers on their own Line, but admit all private carriers on certain terms to make use of their Railroad; the Grand Junction Company, from Birmingham to Manchester and Liverpool, admit private carriers on their Line, but they themselves at the same time undertake the carriage of goods, and compete, therefore, with the private carriers whom they admit on their Line. The Liverpool and Manchester Railway Company are required by their Act to undertake the carriage of all goods between these two towns, whereby private carriers are virtually excluded from participation in this business.

Your Committee have examined into each of these different systems.

The system adopted by the London and Birmingham Company allows all carriers who choose to avail themselves of the terms offered by the Company, the facility of sending goods to any amount, the waggons and the locomotive power being provided by the Railway Company, and the periods of departure and arrival being also fixed by the Directors.

This arrangement, however, can hardly be said to offer such competition as to secure the public against exorbitant charges, because the demand for carriage depends upon the terms fixed by the Railway Directors, and the rivalry between the carriers is in a great measure restricted to the collection and delivery of the goods with which they may be entrusted. This competition, therefore, affords no guarantee that the service will be performed at the lowest remunerating charge; but it is stated that the public derive many advantages from the system. The profits of each carrier will depend on the amount of his business, and this can only be maintained and increased by an incessant attention to the wishes of his employers, and by his civility, punctuality, and care in the collection and delivery of goods. It is further stated that all the details of the carrying trade will be more attended to by those who earn their livelihood from it, than if such a large additional concern were left to the management of Railway Directors, necessarily less acquainted with the details of such a trade, and less interested in its success.

An entirely opposite system is, however, in force upon the Railway between Liverpool and Manchester; and Your Committee have not heard any complaint on the part of the public, showing that the business is negligently performed. On the contrary, Your Committee believe that it has been carried on very much to the satisfaction of the public. On this line, (and it is the only Railway to which such a provision appears to have been applied,) the Company are obliged to carry any goods which may be brought to them for conveyance, and are limited as to the amount of charge which they may demand for the carriage, and this limitation includes the charge for locomotive power as well as the charge for toll. It appears, however, that they do not charge the maximum to which they are entitled by the Act; and it is acknowledged that their prices are fixed, with reference to the prices for water-carriage, between the towns of Liverpool and Manchester; between which two places there are three water conveyances, upon two of which the owners themselves are carriers, in addition to several independent carriers who use these lines of water communication.

Local Acts, 7 Geo. 4, c. 49, s. 138.

On the Grand Junction Railway both these systems are in operation; the Company act as carriers, and private carriers have also been admitted on the Line. The arrangements under which the carrying business is at present conducted on this Line appears to have been attended with inconvenience to a portion of the public, and to have created much ill-feeling between the parties concerned. The Company, before admitting any carrier on their Railway, bind him by agreement not to charge his employers less for the carriage of goods than the price which the Company demand. It is obvious that under such a system the public can derive very little benefit from the competition, while the jealousies that have arisen between the servants of the different parties have created many hindrances to the traffic, and consequent complaints from the public. The Directors of this Railway have stated to Your Committee that they feel great inconvenience from the present arrangements, and that in their opinion it will be necessary that the whole carrying

Q. 3638.

trade

trade should be undertaken by the Railway Company, to the exclusion of the private carriers; and that, in fact, it is their intention to become the sole carriers on their Line, while no restriction will be imposed upon them by law as to the amount of their rates of charge. The evidence clearly shows that if the Railway Directors determine to carry this opinion into practice, it will be quite impossible for the private carriers to continue their business; and the entire traffic upon the line of a Railway must inevitably fall into the hands of the Railway Company, unless the Legislature should think it expedient to interfere. Your Committee have therefore felt it to be their duty to inquire, whether or not the public interest makes it desirable that Parliament should interfere. The only measure which could effectually protect the carriers against the competition of the Railway Company, on whose Line they conduct their business, would be a prohibition to Railway Companies from acting as carriers. A full consideration of all the circumstances, and a due regard for the interests of the public, as well as of the parties more immediately concerned in these undertakings, have induced Your Committee to recommend that no such measure should be adopted by the Legislature; but while they declare their opinion that such an interference would be inexpedient, they feel strongly the necessity that the public should be protected against the imposition of exorbitant charges for the carriage of goods.

A reference to the clause in the Manchester and Liverpool Railway Act* will illustrate the view taken by Your Committee, but they feel that the various circumstances of different Railways make it desirable that the nature of the particular traffic upon each Railway should be considered before any such maximum rates can be decided upon; and they believe that until further information shall have been obtained through the intervention of the proposed superintendence, Parliament cannot be in a situation to form a correct opinion upon this difficult and important subject. 7 Geo. 4. c. 49, s. 138.

In support of this recommendation, that Railway Companies should be restricted to a maximum charge for conveyance, Your Committee beg to advert to the supply of the London market, and to direct the attention of The House to the manner in which that supply is collected, conveyed, and disposed of; and Your Committee cannot avoid remarking, that when the private carriers have been supplanted by the Railway Companies, an important portion of the supply of the Metropolis will be left in the hands of these great Companies. It has also been urged upon the attention of the Committee, that the Public derive great advantage from the present mode of conveying goods from one part of the kingdom to another, the carrier being responsible for their safe delivery; and it has been stated, that this advantage will be greatly enhanced when the several Railways now in progress shall have been completed, because the carrier will then make his arrangements for the distribution of the goods entrusted to him throughout

* And be it further Enacted, That it shall be lawful for the said Company, and they are hereby authorized and required to carry and convey over, along, and upon the said Railway or Tramroad, or any part thereof respectively, all such goods, wares, and merchandize, articles, matters, and things as shall be offered to them for that purpose; and to ask, demand, receive, and recover, to and for the use and benefit of the said Company, for such carriage and conveyance as aforesaid of all goods, wares, merchandize, articles, matters, or things carried and conveyed along and upon the same, for the whole length or distance thereof, including the several rates hereinbefore authorized to be charged and received, as and for Tonnage and Tolls, any sum of money not exceeding the following sums.

[*Here follow the Tolls.*]

out all parts of the country, and the consigner of the goods need not inquire over how many different Railways his goods are to be conveyed, nor, in case of their delay or their loss, need he endeavour to trace out which Railway is in fault; carriers also, in many parts of the country, can convey goods partly by Railway and partly by Road, a service which cannot be performed by Railway Directors, unless they engage in a branch of business entirely at variance with their proper duties. In answer to this, it has been said that the Railway Companies will form similar arrangements to those now made by the carriers, and that whenever goods are sent by these conveyances, the Railway to which they were in the first instance committed must and will be responsible for their due, regular, and safe delivery.

Having thus stated the difficulties in which this question is involved, Your Committee may here further observe, that different systems are in operation, not only upon the three Lines of Railway above mentioned, but also upon many other Lines in various parts of the country; whence it must be inferred that those persons who are best informed upon the subject, and most interested in arriving at a correct conclusion, have not yet determined which system will be attended with the greatest permanent advantage. The Railway Directors have not usually kept their accounts in such a form as to enable them readily to distinguish the profits which they derive as carriers from the profits which they receive as toll proprietors, and consequently any accurate comparison of the practical working of these systems appears to be at present impossible. With every desire, therefore, to offer a definite opinion to The House, and to point out, in regard to this important question, which system is best calculated to promote the interests of the public, Your Committee yet feel that at the present time any Legislative interference, for the purpose of preventing Railway Companies obtaining a monopoly of conveyance, or for the purpose of obliging them to undertake the carriage of goods, would be equally objectionable; and they believe that by suggesting the appointment of an authority to watch the different systems practised upon the different Lines of Railway, they are recommending the course best calculated to insure the protection of the public interests, without occasioning any ground of alarm to those persons who have invested their property in these vast undertakings, which promise to become one of the greatest improvements of modern times, and to open new sources of wealth and prosperity to the nation.

14 *May* 1840.

PROCEEDINGS OF THE COMMITTEE.

Mercurii, 25° die Martii, 1840.

MEMBERS PRESENT.

Lord SEYMOUR in the Chair.

Mr. Loch.	Mr. Baring.
Lord Granville Somerset.	Sir James Graham.
Mr. Labouchere.	Mr. French.
Mr. Thornely.	Sir Harry Verney.
Mr. Greene.	Mr. Freshfield.
Mr. Easthope.	Sir John Guest.
Lord Sandon.	Sir Robert Peel.

Motion made (by Sir *Robert Peel*),—

"That in the absence of any effectual check from the operation of free competition on their respective lines, this Committee think it is advisable to subject this monopoly to some general superintendence and control."

Amendment proposed (by Mr. *Easthope*),—

"To leave out from 'that,' to the end of the question, for the purpose of adding instead thereof, 'Experience has not yet demonstrated any such abuse or mal-administration of Railway concerns as point to a necessity for interfering with the present management of the respective Railroads, as now conducted by the directors chosen by the proprietors.'"

Question put, "That the words proposed to be left out stand part of the question."

Ayes, 10.	No, 1.
Mr. Freshfield.	Mr. Easthope.
Sir H. Verney.	
Mr. H. Baring.	
Lord G. Somerset.	
Mr. Loch.	
Mr. Labouchere.	
Mr. Thornely.	
Mr. Greene.	
Sir James Graham.	
Sir Robert Peel.	

Question,—"That in the absence of any effectual check from the operation of free competition on their respective lines, this Committee think it is advisable to subject this monopoly to some general superintendence and control:"

Put, and agreed to.

Motion made (by Mr. *Loch*),—

"That it is the opinion of this Committee, that this control will be most advantageously entrusted to some department of the Executive Government."

Amendment proposed (by Mr. *Easthope*),—

"To leave out from 'that' to the end of the question, for the purpose of adding, 'That though future experience may render it proper to adopt by legislative enactment some general superintendence or control that may advantageously be entrusted to some department of the Executive Government, it is yet advisable to have the benefit of increased knowledge, and further experience in respect to Railway concerns, before large private and public interests are subjected to hasty or premature legislation."

Question put, "That the words proposed to be left out, stand part of the question."

Ayes, 11.	No, 1.
Mr. Freshfield.	Mr. Easthope.
Sir H. Verney.	
Lord G. Somerset.	
Mr. H. Baring.	
Sir John Guest.	
Mr. Loch.	
Mr. Labouchere.	
Mr. Thornely.	
Mr. Greene.	
Sir James Graham.	
Sir Robert Peel.	

Question,

Question,—" That it is the opinion of this Committee, that this control will be most advantageously entrusted to some department of the Executive Government:"

Put, and agreed to.

Mercurii, 1° *die Aprilis*, 1840.

MEMBERS PRESENT.

Lord SEYMOUR in the Chair.

Mr. Freshfield.	Mr. Loch.
Mr. Baring.	Mr. Easthope.
Lord G. Somerset.	Mr. Greene.
Sir John Guest.	Mr. French.

Mercurii, 8° *die Aprilis*, 1840.

MEMBERS PRESENT.

Lord SEYMOUR in the Chair.

Mr. Labouchere.	Sir H. Verney.
Mr. Thornely.	Mr. Freshfield.
Mr. Easthope.	Mr. Greene.

Mercurii, 13° *die Maii*, 1840.

MEMBERS PRESENT.

Lord ASHLEY in the Chair.

Mr. Easthope.	Mr. Greene.
Mr. Thornely.	Lord Granville Somerset.
Mr. Freshfield.	Mr. H. Baring.
Mr. Loch.	Sir James Graham.

FOURTH

REPORT

FROM THE

SELECT COMMITTEE

ON

RAILWAY COMMUNICATION.

Ordered, by The House of Commons, *to be Printed,*
2 *July* 1840.

437.

Under 1 *oz.*

Martis, 21° *die Januarii*, 1840.

Ordered, That a Select Committee be appointed to inquire into the State of Communication by Railways, and to report their Observations thereupon to The House.

And a Committee was appointed, of—

Sir John Guest.	Lord Stanley.
Mr. Labouchere.	Mr. Greene.
Sir Robert Peel.	Sir Harry Verney.
Lord Granville Somerset.	Mr. Henry Baring.
Mr. Thornely.	Sir James Graham.
Lord Sandon.	Lord Seymour.
Mr. Loch.	Mr. Easthope.
Mr. Freshfield.	

Ordered, That the Committee have power to send for Persons, Papers, and Records.

Ordered, That Five be the Quorum of the Committee.

Mercurii, 22° *die Januarii*, 1840.

Ordered, That Mr. Emerson Tennent and Mr. French be added to the Committee.

Martis, 11 *die Februarii*, 1840.

Ordered, That it be an instruction to the Committee on Railway Communication, to consider of the expediency of inserting tne following clause in all Railway and Canal Bills which may pass through Parliament during the present Session.

"And be it Enacted, That no bridge or tunnel, or approaches to the same, for carrying a turnpike-road over or under any part of a Railway or Canal shall be made or constructed of less width between the fences, walls, or parapets thereof, than 21 feet; nor shall any bridge or tunnel, or approaches to the same, for carrying any other public carriage-road over or under any part of a Railway or Canal, be made or constructed of less width between the fences, walls, or parapets thereof, than 16 feet; nor in any case less than so much greater width, not exceeding 30 feet, as may be the average width of the turnpike or other public carriage-road, for 100 yards on each side of that part of the Railway or Canal where any bridge or tunnel is intended to be made or constructed."

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FOURTH REPORT.

THE SELECT COMMITTEE appointed to inquire into the State of Communication by RAILWAYS, to whom several Petitions were referred; and who were empowered to report their Opinion and Observations, together with the MINUTES OF EVIDENCE taken before them, from time to time, to The House;——HAVE further considered the matters to them referred, and have agreed to the following REPORT:

A CONSIDERABLE number of Petitions have been referred to Your Committee, suggesting the justice and expediency of altering the present system on which Railway Passengers are taxed.

Much Evidence upon this subject was collected by the Committee on Railways during the last Session of Parliament, and Your Committee have also entered fully into the same inquiry; from both which inquiries Your Committee are satisfied that this question is of great importance to the public at large, and especially to the poorer classes of the community; and that, in proportion as Railway communication is extended through the country, the unequal pressure of this Tax will be more severely felt, inasmuch as it will be found to limit the accommodation which Railways might otherwise beneficially afford to the labouring classes.

The great advantage which would result to these classes from the establishment of Railway communication was repeatedly urged as an argument in favour of these undertakings. To convey the labourer cheaply and rapidly to that spot where his labour might be most highly remunerated, was frequently stated to be one great benefit which would be derived from opening these new channels of intercourse, while it was added that the health and enjoyment of the mechanics, artizans, and poor inhabitants of the large towns would be promoted, by the facility with which they would be enabled to remove themselves or their families into healthier districts and less crowded habitations. Your Committee believe that Parliament would deeply regret to find that the Tax imposed on Railway Passengers had a tendency to deprive the labouring classes of these promised advantages, and especially when it is seen that in those parts of the country where the pressure of this Tax is most severely felt, the revenue derived from it is insignificant in amount.

The income derived from the duty on Railway Passengers during the last six years has been, in the years ending

5th January	1835	£. 6,852
	1836	- 8,693
	1837	- 10,296
	1838	- 16,892
	1839	- 39,570
	1840	- 72,716

A reference to the Appendix will show, that of the sum of 72,000*l.* derived from this Tax during the last year, 53,000 *l.* was received from the five following Lines, namely, the Grand Junction, Great Western, Liverpool and Manchester, London and Birmingham, London and Southampton; so that those Railways in Scotland and in the North of England which derive their income, as connected with the conveyance of passengers, chiefly from the poorer classes of society, and which suffer most from the present Tax, contribute in a very small proportion to the revenue.

Second Rep. 1839, 3472. 4645. 4655. 4686.

The effects of the present system of taxation are very clearly pointed out by witnesses practically conversant with Railway communication.

3556.

The present duty on Railway Passengers is fixed by the Act 2 & 3 Will. 4, c. 120, which states that "the proprietor or company of proprietors of every Railway, along which any passenger shall be conveyed for hire, shall pay for all such passengers at the rate of one halfpenny per mile for every four passengers so conveyed."

Every passenger, therefore, whatever may be his fare, is taxed to the amount of one-eighth of a penny per mile. It is obvious, that while the Tax is the same on each passenger, the proportion which it bears to the fares of different classes of passengers must vary considerably. The operation of this Tax is well illustrated in the observations of Mr. Smith, the assessor of stage-coach duties: "Suppose a line of 120 miles and three classes of carriages; suppose the first class fare to be 3 *d.* per mile or 30 *s.*, the second class to be 20 *s.*, the third class to be 10 *s.*, the duty on each passenger would be 15 *d.*" This is a large proportion on the lowest fare, and its effect must be to prevent Railway Directors reducing their charges for the accommodation of the poorest class of passengers. A comparison of the mileage duty with the fares of different Railways will be found in the Appendix, from which it will be seen that the proportion of the mileage duty to the fares on the London and Birmingham is $\frac{1}{22}$, while on some of the Scotch Railways it amounts to $\frac{1}{10}$, and in one case even to $\frac{1}{6}$.

4716. 4828.

By examining the fares actually paid on different Railways, it will be found that, while, in some cases, the first-class passenger pays a Tax of only 3¼ per cent. on his fare, the third-class passenger is taxed 12, and in some cases 15 per cent.

This inequality of Taxation tends materially to diminish the profits arising from the third-class passengers, and thereby operates as a discouragement to Railway Companies giving that accommodation which the labouring class might otherwise derive from Railways. The real hardship of this result deserves the greater attention on the part of the Legislature, because Railway communication has superseded, and in many cases destroyed the conveyance by means of waggons, vans, and carts, which afforded a cheap though dilatory mode of travelling to the labourer and his family. How much the poorest members of society are interested in some alteration of the present duty may be seen by referring to the evidence of Captain Lawes, in regard to the Hand-loom Weavers, and also in the answers of Mr. Lindsay Carnegie, and other gentlemen connected with the Scotch Railways, from whose statements it appears that the Tax will, on some of these Lines, almost put an end to the passenger traffic, inasmuch as the Railway Directors must raise their fares to an amount which will exclude the chief part of the present passengers from the

4249. 4813, 4814. 4817. 4865. 4885.

Line.

Line. The pressure of this Tax is now for the first time felt on many Lines of Railway, because, in former years, the Lords of the Treasury have exercised a power given to them by the Act 2 & 3 Will. 4, c. 120, and have allowed many of the Scotch and some of the English Railways to pay an annual composition in lieu of this Tax; this indulgence, however, which was a great accommodation to Companies opening Railway communications in the poorer districts of the country, is now no longer granted, and Your Committee see many objections to the future exercise of such a power by the Treasury.

In considering the question of Railway Taxation, Parliament ought not to overlook the facts which were elicited by the inquiries of the Committee of last Session, and which tend materially to increase the objections to a continuance of the present system. It was stated by the Chairman and Deputy Chairman of the Leeds and Selby Railway that, in the year 1836, they raised the fares on that Line to an amount which diminished greatly the number of passengers; but they added, that by this increase of fare, although they lessened their number of passengers by 12,000 in the year, yet they augmented their profits by 1,300 *l.* Evidence to the same effect has also been given by the Chairman of the Bolton and Bury Railway; and a reference to the Returns of some of the Railways, contained in the Appendix, will further prove the same fact.

Second Rep. of 1839, 3907.

3910.

4233.

Wherever the interests of Railway proprietors and of the Public are at variance, it is probable that the community will be in some degree restricted from the benefits which Railway communication is capable of affording; Your Committee, therefore, believe it to be inexpedient to continue a system of taxation which tends to separate the interests of the Railway Companies and of the Public, and which will gradually exclude a great number of persons from the benefit of cheap conveyance.

Two modes of altering the present system of taxation have been proposed, by which the inconvenience above-mentioned would be removed.

One suggestion is, to substitute a per-centage on the gross receipts derived from passengers, in lieu of the present Tax. The assessor of stage-coach duties, an officer in the Department of Stamps and Taxes, has stated that five per cent. on the gross receipts derived from passengers, would produce about the same amount of revenue as is raised under the present system. This would relieve Railway Companies from that inequality of which many complain; and several of the Petitions referred to Your Committee recommend this as the best course which could be adopted.

4919.

Another suggestion has, however, been offered to Your Committee, which would be much more favourable to the interests of the Public, namely, to establish a graduated scale of taxation, by which the amount of the Tax should be made immediately dependant on the amount of the fare; the great advantage of such a system would be that it would act as a check on high fares, and would hold out an inducement to Railway Companies to accommodate every portion of the community.

A scale of graduation has been submitted to Your Committee by Captain Lawes, which will serve to illustrate this plan. Many Railway Companies

4718.

are limited by Act of Parliament to a maximum charge of 3½ *d.* per mile for a passenger. Captain Lawes proposes that on all fares exceeding 70 per
4312. cent. of the maximum allowed by the Act, a duty of ten per cent. should be levied; on all fares exceeding 40 and under 70 per cent., a duty of five per cent. should be levied; on all fares below 40 per cent. a duty of two and a half per cent. should be levied.

4790. Mr. Wickham, the chairman of the Stamps and Taxes, stated his objection to the plan to arise from a belief that such a graduated scale would be evaded, and that the revenue would suffer a loss, or at least would not receive the increase, which may be expected from a continuance of the present system.

According to the calculations made by Mr. Smith, upon the accounts rendered to Your Committee by several Railway Companies, it appears that
4917. there would be a considerable increase of duty by the adoption of the proposed scale.

Your Committee have examined into the different objections urged against a graduated scale, which are, the danger of fraud, by which the revenue might suffer, and the difficulty of collecting duties varying in proportion to the fare.

4722. It is the interest of every Company that all its accounts should be kept in a clear and intelligible form, and in this respect the interests of the Company and of the Government are identical: under a proper system of accounts it does not appear to Your Committee that frauds could be practised without detection; and the mode of issuing tickets adduced by Mr.
4694. Edmonstone, or some similar method, would afford considerable facility for the introduction of a graduated scale of duty.

Your Committee do not recommend that the scale proposed by Captain Lawes should be adopted, because they think that the duty of 10 per cent. would be too high; but they would recommend, that wherever no maximum has been fixed by Act of Parliament, 3½ d. per mile should be considered to be the maximum, for the purpose of this graduated taxation; and that on all fares exceeding 70 per cent. of this maximum, a duty of 7½ per cent. should be levied; on all fares exceeding 40 and under 70 per cent., a duty of 5 per cent. should be levied; and on all fares below 40 per cent. a duty of 2½ per cent. should be levied. They believe that a scale thus graduated would be found more just than the present system, and that, while it would not diminish the revenue, it would afford relief and continued accommodation to the poorer classes of the community.

Your Committee would further suggest, that if it be expedient that such an alteration should be made, it is desirable that it should be carried into effect with as little delay as possible, because every alteration in the principle of a Tax becomes more difficult in proportion to the extension of the traffic to which it applies; the traffic itself is thereby more deranged, and especially in this case it is expedient that in those districts where Railways have been allowed to compound for the existing Tax, a substitution to the graduated scale should enable them still to afford accommodation to the labouring class, before they have been induced to abandon their present system of cheap conveyance.

Two other subjects have been incidentally brought under the notice of Your Committee, on which they are desirous of offering a few observations to The House.

The rapid conveyance of troops from one part of the country to another is occasionally an object of great national importance; and, for this purpose, provision is annually made in the Mutiny Act, whereby in cases of emergency "all justices are required within their several jurisdictions to issue their warrants for the provision not only of waggons, wains, carts, and cars, kept by or belonging to any person, and for any use whatsoever; but also of saddle-horses, coaches, post-chaises, chaises and other four-wheeled carriages kept for hire, and also of boats, barges, and other vessels used for the transport of any commodities whatsoever upon any canal or navigable river." Your Committee recommend that similar powers should be taken with regard to Railway conveyance, on payment of a reasonable sum in consideration of the accommodation required.

It appears that on the Great Western Railway experiments have been made to a considerable extent, with the view of ascertaining the best means of conveying intelligence through the medium of electricity. There is no necessary connexion between Railways and this new mode of communication, except that a Railway possesses continuity of property between two distant places; and, also, that the numerous servants of an established Railway are available to protect the machinery required for the purposes of this communication. 298.

Mr. Wheatstone, Professor of Experimental Philosophy in King's College, has for some years turned his attention to this subject, and has, in conjunction with Mr. Cooke, obtained patents for his inventions. From his evidence, which is especially deserving of notice, it appears that there is no difficulty in conveying intelligence to any part of the island, with an almost instantaneous rapidity, by means of a few copper wires, and small galvanic batteries. There is great ingenuity in the various modes in which Mr. Wheatstone has applied the power of electricity to alphabetical communications, and Your Committee believe that in a short time further improvements in this mode of intercourse will simplify the machinery, and render the correspondence between distant parts of the island more speedy and certain than by means of such telegraphs as have been usually employed. 327. 334.

Mr. Saunders, the secretary of the Great Western Railway, states the expense of constructing the electrical telegraph on the Line of that Railway to have been from 250 *l.* to 300 *l.* a mile. This description of telegraph, however, when once constructed, is worked at a very trifling expense, whereas the telegraph now in use between London and Portsmouth, independent of the original outlay, costs about 3,300 *l.* a year, and the lines of telegraphic communication to Plymouth, to Yarmouth, and to Deal, were abandoned in the year 1816, on account of the expenditure required for their maintenance. 304.

Whenever a telegraph shall have been laid down between London and the other ports and mercantile cities of the Island, it will give to its proprietors great advantages in obtaining and transmitting information, which must be attended with most important results. For the purposes of the Railway itself this telegraph may also be frequently used to prevent the risk of accidents, and to obviate delay and inconvenience. 364.

Your Committee are of opinion that circumstances may arise in which it may be very inconvenient to leave in the hands of a private company, or possibly of an individual, the exclusive means of intelligence which this telegraph will afford; and it cannot fail to be of paramount importance that the Government should be furnished with similar means of procuring and transmitting intelligence, and they believe that no Railway Company will object on fair terms to give every facility to the Government for establishing a line of electrical communication over the whole length of their Railway.

Your Committee are aware that they have not fully developed the great and increasing importance of this subject, which perhaps does not fall strictly within the terms of the subject-matter referred to them, but they are most anxious to fix the attention of The House and of the Public on a discovery which is no less susceptible of useful than of dangerous application.

2 *July* 1840.

FOURTH REPORT

FROM THE

SELECT COMMITTEE

ON

RAILWAY COMMUNICATION.

Ordered, by The House of Commons, *to be Printed,*
2 *July* 1840.

437.

Under 1 *oz.*

FIFTH

REPORT

FROM THE

SELECT COMMITTEE

ON

RAILWAY COMMUNICATION;

TOGETHER WITH THE

MINUTES OF EVIDENCE

TAKEN BEFORE THEM,

AND

AN APPENDIX, AND INDEX.

Ordered, by The House of Commons, *to be Printed,*
10 *July* 1840.

Martis, 21° *die Januarii*, 1840.

Ordered, That a Select Committee be appointed to inquire into the State of Communication by Railways, and to report their Observations thereupon to The House.

And a Committee was appointed, of—

Sir John Guest.
Mr. Labouchere.
Sir Robert Peel.
Lord Granville Somerset.
Mr. Thornely.
Lord Sandon.
Mr. Loch.
Mr. Freshfield.
Lord Stanley.
Mr. Greene.
Sir Harry Verney.
Mr. Henry Baring.
Sir James Graham.
Lord Seymour.
Mr. Easthope.

Ordered, That the Committee have power to send for Persons, Papers, and Records.

Ordered, That Five be the Quorum of the Committee.

Mercurii, 22° *die Januarii*, 1840.

Ordered, That Mr. Emerson Tennent and Mr. French be added to the Committee.

Martis, 11° *die Februarii*, 1840.

Ordered, That it be an instruction to the Committee on Railway Communication, to consider of the expediency of inserting the following clause in all Railway and Canal Bills which may pass through Parliament during the present Session.

"And be it Enacted, That no bridge or tunnel, or approaches to the same, for carrying a turnpike-road over or under any part of a Railway or Canal shall be made or constructed of less width between the fences, walls, or parapets thereof, than 21 feet; nor shall any bridge or tunnel, or approaches to the same, for carrying any other public carriage-road over or under any part of a Railway or Canal, be made or constructed of less width between the fences, walls, or parapets thereof, than 16 feet; nor in any case less than so much greater width, not exceeding 30 feet, as may be the average width of the turnpike or other public carriage-road, for 100 yards on each side of that part of the Railway or Canal where any bridge or tunnel is intended to be made or constructed."

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FIFTH REPORT.

THE SELECT COMMITTEE appointed to inquire into the State of Communication by Railways, and who were empowered to report their Observations, together with the Minutes of Evidence taken before them from time to time to the House;——

HAVE examined several other Witnesses, and have agreed to report the Minutes of Evidence to The House, together with the Returns relating to the matters to them referred.

10 *July* 1840.

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Fig. A.

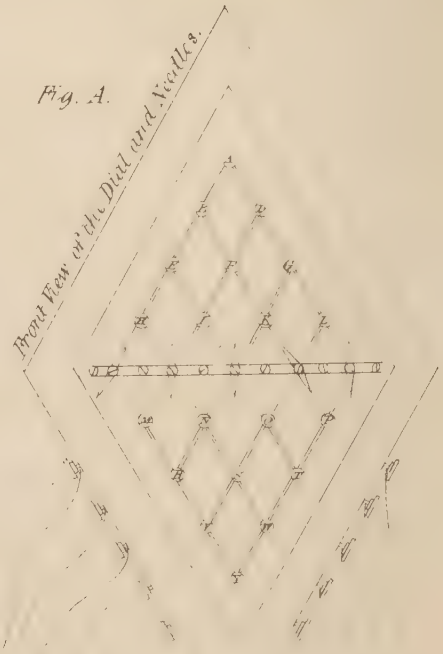
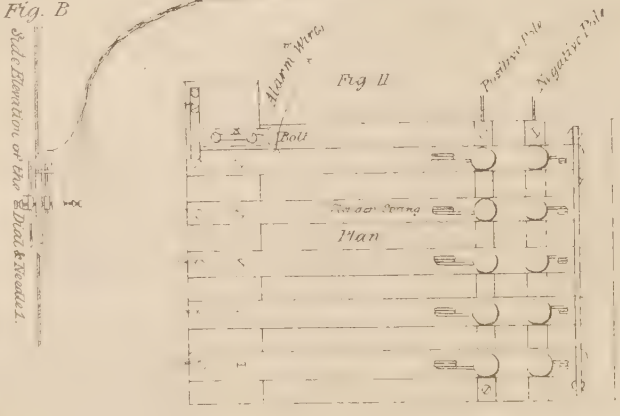


Fig. B



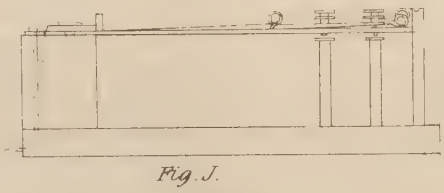


Fig. J.

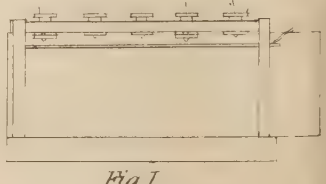


Fig. I.

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MINUTES OF EVIDENCE.

For Questions 1 *to* 296, *see* 1*st Report of Evidence.*

Jovis, 6° die Februarii, 1840.

MEMBERS PRESENT.

Mr. Henry Baring.	Mr. Loch.
Mr. French.	Lord Seymour.
Mr. Freshfield.	Lord Granville Somerset.
Mr. Greene.	Mr. Thornely.
Sir John Guest.	Sir Harry Verney.

LORD SEYMOUR IN THE CHAIR.

Charles Wheatstone, Esq. Professor of Experimental Philosophy in King's College, London, called in; and Examined.

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297. Mr. *Loch.*] YOU have turned your attention for some time to the means of communicating intelligence by means of wires, by electricity?—I have.

298. You have tried experiments to that effect to a considerable extent, have you not?—I have been engaged in this inquiry for some years past, and in conjunction with a gentleman, Mr. Cooke, who has turned his attention to the same subject, I have within that time taken out several patents for the means of effecting this object, and the experiments have since been carried to a considerable extent on the Great Western Railway.

299. *Chairman.*] Did you turn your attention to this subject with a view to railways, or with a view to communicating with distant parts of the country unconnected with railway communication?—I first undertook the investigation wholly in a scientific point of view, to see what results could be attained.

300. You see no necessary connection between the mode of communicating by electricity, and the construction of a railway?—No, the electrical telegraph would be equally applicable in other ways.

301. Would it be equally applicable on a common road, or without a road, between London and a distant part of the kingdom?—Certainly.

302. Mr. *Loch.*] It is the continuity of property a railway possesses between two extreme points, which enabled you to try it more effectually?—A railway offers considerable facilities; but the only necessary condition is, that a communication must be formed between two distant places by metallic wires.

303. Therefore a railway, affording the opportunity by means of continuous property between those two extreme points, enables the experiment to be tried better on a railway than where there is a variety of distinct properties intervening?—A railway offers greater facilities, because greater attention can be paid to it.

304. Will you have the goodness to describe to the Committee the mode in which you propose to communicate intelligence between two distant points, as alluded to by you?—I have here a copy of the drawing of the specification to the first patent taken out by myself and Mr. Cooke; in all essential particulars the instrument here represented resembles the one at the Great Western Railway. Here is what may be called a dial (Fig. A), with five vertical magnetic needles. Upon this dial, 20 letters of the alphabet are marked, and the

See Plan.

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various letters are indicated by the mutual convergence of two needles when they are caused to move; if the first needle turns to the right, and the second to the left, H is indicated. If the first needle deviates to the right, and the fourth to the left, then B is indicated; if the same needles converge downwards, then V is pointed to. These magnetic needles are acted upon by electrical currents, passing through coils of wire placed immediately behind them; here is the representation of one of those coils, with the position of the magnetic needle with respect to it (Fig. 6). Each of the coils forms a portion of a communicating wire, which may extend to any distance whatever; these wires, at their termination, are connected with an apparatus, which may be called a communicator (Fig. H), because by means of it the signals are communicated; it consists of five longitudinal and two transverse metal bars, fixed in a wooden frame; the latter are united to the two poles of a voltaic battery, and, in the ordinary condition of the instrument, have no metallic communication with the longitudinal bars, which are each immediately connected with a different wire of the line; on each of these longitudinal bars two stops are placed, forming together two parallel rows. When a stop of the upper row is pressed down, the bar upon which it is placed forms a metallic communication with the transverse bar below it, which is connected with one of the poles of the battery; and when one of the stops of the lower row is touched, another of the longitudinal bars forms a metallic communication with the other pole of the voltaic battery, and the current flows through the two wires connected with the longitudinal bars, to whatever distance they may be extended, passing up one and down the other, provided they be connected together at their opposite extremities, and affecting magnetic needles placed before the coils which are interposed in the circuit.

305. Both of these are at the London end?—Yes, both the communicator and the dial.

306. At each end there is that apparatus?—Yes; there must be a similar complete apparatus at every different station.

307. Lord *Granville Somerset.*] This telegraph now extends from London to Drayton?—Yes.

308. Is not there a power at each station of communicating and being communicated to from every other station along the whole line?—There is.

309. *Chairman.*] Is there this apparatus at every station?—There may be one at each station if thought proper.

310. Putting up these at the intermediate stations does not injure it at the ends?—No, it will only require a slight addition to the number of elements of the voltaic battery in proportion to the number of intermediate stations.

311. Lord *Granville Somerset.*] How do you provide for the case of parties at different stations wishing to communicate at the same moment?—They cannot do so in the same line; the one party must not work his telegraph if he sees it transmitting signals from another station.

312. Then, before he begins working, he must observe that there is no working at another part of the line?—He will know that by his own instrument, for all are at work at the same moment.

313. Suppose a party wishes to telegraph from Drayton to London at the same moment that a party at Hanwell wishes to telegraph to London, will the telegraph of the person at Drayton interfere with the telegraph of the person at Hanwell?—Two distinct messages cannot be sent through the same line at the same time from different stations.

314. Suppose the parties go unconsciously but simultaneously to the telegraph at the same moment?—They could not go unconsciously, because they would see that the apparatus was working.

315. Therefore they must wait till that working has ceased before they begin to send up their own message?—Yes.

316. Mr. *Loch.*] Suppose there is a message intended for the extreme end, would the persons at each of those stations be made acquainted with the message intended for the extreme end?—If the same telegraphic dictionary, or if the ordinary alphabetic spelling, be employed at all the stations, every person on the watch would know what was going on; but if communication by cypher be adopted, a different one may be used at each station.

317. Lord *Granville Somerset.*] Suppose at the Drayton station there is an intimation desired to be given of the necessity of sending down an engine, will the

the parties at the other stations be aware of that message being sent up?—If there is only one line laid down, they would; at present the line consists of six wires, and one telegraph only is worked by their means.

318. Will the parties at each station know what is communicated from one point to another?—Yes; unless the communication is sent in cypher.

319. Suppose it is sent in the ordinary way, without cypher or intended concealment, would it be known along the line?—Yes, it might be read at all the stations simultaneously.

320. They are worked all the way along?—Yes. There is another very essential part of the apparatus I wish to mention, which is, the means we have of ringing a bell before the communication begins, in order to call the attention of the observer; these drawings represent the mode first adopted, but other constructions are now in use. The general principle of the alarum here represented is this: to the detent of an alarum, on the ordinary construction of a clock alarum, a piece of soft iron is fixed, and opposite to it there is a bar of soft iron bent to the form of a horse-shoe; round this bent bar, wire, covered with silk, is wound, forming numerous coils; it is a property of soft iron to become powerfully magnetic when an electric current passes through a coil thus surrounding it. When the horse-shoe bar thus becomes magnetic, it therefore attracts the detent, and the bell immediately rings; when the current ceases the magnetic power ceases also, and the bell discontinues to ring. There are several other contrivances made to effect this purpose. Some arrangements are here represented, to which Mr. Cooke has particularly directed his attention; they relate to the means of establishing communications at intermediate parts of the line where no fixed stations exist. To effect this, posts are placed at every quarter of a mile along the line, for the purpose of establishing a temporary communication with either of the adjacent stations; the guard of a train may thus carry with him a portable instrument, by means of which he can send up a message to a station either way, whenever it may be required. This is a representation of the mode by which this purpose is effected; here is one of the quarter of a mile posts: the wires are carried up through it, and there is, on the top of it, an apparatus to which the portable telegraph may be temporarily fixed, and by means of which a message may be sent in either direction of the line at pleasure.

321. Mr. *Loch.*] How are those wires kept insulated in the tubes?—First, the wires are insulated from each other by a mixture of cotton and india-rubber, which is a very good insulating material; then these prepared wires are all passed, with certain precautions, through an iron tube, which in some parts of the line is buried beneath the ground, and in other parts of the line is raised above it.

322. That mixture of cotton and india-rubber cuts off all communication between the wire and the tube?—Yes, and between the separate wires; it is a sufficient non-conductor.

323. *Chairman.*] You say, a guard may communicate by means of one of these posts put up, with any station?—With the stations either way.

324. He must carry a portable apparatus?—Yes.

325. That must be of the nature of the keys, must it not?—The telegraphic apparatus necessarily consists of two parts, the communicating keys, and the dial on which the indicated characters are seen; that which the guard carries must contain both these parts here; the keys and the dial are in the same apparatus.

326. Lord *Granville Somerset.*] Suppose the Great Western Railway were completed between London and Bristol, do you contemplate the possibility of carrying your telegraph through the whole way, so as to signify from London to Bristol anything you wish to communicate, and *vice versâ* from Bristol to London?—The experiment has not been tried, but I have every reason to believe that it can be done.

327. You must multiply your power considerably in that case; but if you can multiply your power sufficiently, there is no difficulty, in your opinion, in performing that?—One very important circumstance I have ascertained is the little power requisite to produce this effect; it was formerly thought, that to send a current to any considerable extent very strong batteries must be employed, but in fact a very weak battery is sufficient, provided only it consist of a number of elements proportionate to the distance.

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328. Do you see any practical difficulty in proportioning the number of your batteries to that extent, of 100 or 120 miles?—I think there is none.

329. So far as your experiments have gone, you think you should be able to effect this telegraphic communication between Bristol and London?—Yes; possibly several stations may be required, but, at any rate, the stations may be at very far greater distances from each other than would be required for any ordinary system of telegraphs; my opinion is, that the intermediate stations will not be required.

329*. You think you may communicate to the Reading station, the Reading station to another in the direction of Bristol, and that to Bristol?—Yes; this means would be adopted if it should be found impracticable to effect an immediate communication between the two extreme stations.

330. Mr. *French.*] Have you any doubt you could do it with one intermediate station, dividing the distance?—The experiment has not been tried; if perfect insulation of the wires can be obtained, there will be no difficulty; theoretically there is no difficulty, but we might meet with practical obstacles in so long a line.

331. Lord *Granville Somerset.*] How long has this line been laid down upon the Great Western?—I think it was finished in July last.

332. Do you think you have had experience enough during the last winter to ascertain that it will not fail you in consequence of any inclemency of weather, or circumstances of that nature?—If the wires are properly protected, I think there is no fear whatever.

333. Do you conceive they can be so protected, that weather will have no effect upon them?—Yes, that is my judgment, from experiment.

334. Mr. *Loch.*] Is there any appreciable loss of time in making a communication from the Paddington station to the extremity of the line to which the telegraph is now carried?—From some experiments I made some years ago, published in the Philosophical Transactions, when I first turned my attention to the possibility of effecting telegraphic communications, I ascertained that electricity travelled through a copper wire at the rate of about 200,000 miles in a second, consequently there is no appreciable time lost in the communication of the electrical effect; the only time that would be lost would be at relay stations, if they were necessary.

335. Mr. *Freshfield.*] Suppose you want to communicate from London to Bristol, how do you signify that your intention is to communicate with Bristol and not with Drayton?—There would be a separate signal appropriated to each station, which would be made before the communication begins, immediately after the alarum has been rung.

336. Mr. *Loch.*] What is the rate at which light travels?—192,000 miles in a second.

337. What you described in the first instance is the mode of asking the question; how is the message received?—The person who is attending reads the message from the dial.

338. *Chairman.*] Have the applications you have had from foreign countries to put up this means of communication been in connection with railways, or separate from railways?—All in connection with railways.

339. Is it of any consequence that it should be on a railway, or does a railway offer any advantage in that respect?—Not the slightest advantage with regard to laying down the line, but a great one with respect to its protection from injury.

340. Sir *John Guest.*] Have you tried to pass the line through water?—There would be no difficulty in doing so, but the experiment has not yet been made.

341. *Chairman.*] Could you communicate from Dover to Calais in that way?—I think it perfectly practicable.

342. Have you any further observations to make?—An electrical telegraph offers a great many advantages over an ordinary telegraph; it will work day and night, but an ordinary telegraph will act only during day; it will also work in all states of weather, an ordinary telegraph can only work in fine weather. There are a great number of days in the year in which no communication can be given by an ordinary telegraph, and, besides, a great many communications are stopped before they can be finished, on account of changes in the state of the atmosphere; no inconveniences of this kind would attend the electrical telegraph.

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telegraph. Another advantage is, that the expense of the separate stations is by no means comparable to that of the ordinary telegraph; no look-out men are required, and the apparatus may be worked in any room where there are persons to attend to it. There is another advantage the electric possesses over the ordinary telegraph, viz. the rapidity with which the signals may be made to follow each other. Thirty signals may be conveniently made in a minute; that number cannot be made by the ordinary telegraph. There is one thing I will take the opportunity to mention: I have been confining the attention of the Committee to the telegraph now working on the Great Western Railroad, but having lately occupied myself in carrying into effect numerous improvements which have suggested themselves to me, I have, conjointly with Mr. Cooke, who has turned his attention greatly to the same subject, obtained a new patent for a telegraphic arrangement, which I think will present very great advantages over that which at present exists. It can be applied without entailing any additional expense of consequence to the line now laid down; it will only be necessary to substitute the new for the former instruments. This new apparatus requires only a single pair of wires to effect all which the present one does with five, so that three independent telegraphs may be immediately placed on the line of the Great Western; it presents in the same place all the letters of the alphabet according to any order of succession, and the apparatus is so extremely simple, that any person without any previous acquaintance with it can send a communication and read the answer. This apparatus I shall be happy to show the Committee in action at King's College.

343. Sir *John Guest.*] Does not the possibility of cutting off the communication between one point and another, occur to you?—The same objection may be made with regard to railroads themselves.

344. Suppose any person were to stop the communication from one town to another?—By destroying the continuity of the rails, they might stop the passage of the trains.

345. The common telegraphic communication could be kept up notwithstanding that?—Certainly.

346. *Chairman.*] Can you state the expense which would be incurred in laying it down?—I am hardly prepared to state that, because only one line has been laid down at present.

347. Mr. *Loch.*] Would it be your view ultimately, supposing the railway completed to Bristol, that there should be one line to telegraph to and another from Bristol?—No; the same line will serve both purposes.

348. There will be no inconvenience in practice in making use of the same line?—No.

349. Mr. *H. Baring.*] This sort of telegraph is not in operation on any other railroad?—The Blackwall Company shortly intend to have it.

Charles Alexander Saunders, Esq. called in; and Examined.

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350. Lord *Granville Somerset.*] AS secretary of the Great Western Railroad Company, can you state to the Committee whether they have adopted Mr. Wheatstone's magnetic telegraph?—As far as West Drayton, 13 miles.

351. How long has it been adopted?—It was finished in July last; it has been in operation about seven or eight months.

352. Was that laid down at the expense of the railroad?—It was laid down under an agreement with Mr. Cooke, who is one of the patentees.

353. Was it on behalf of Mr. Wheatstone also?—It was under agreement with Mr. Cooke, Mr. Cooke being the co-patentee.

354. Does that agreement extend to any length of time, or has this been only an experiment?—The agreement contemplated the further extension of it, if the company required it within a certain period of time, after the completion of the first 13 miles.

355. In fact the company have laid down this magnetic telegraph at their own expense, under a specific agreement with Mr. Cooke, the Company taking the expense on the one hand and deriving any benefit they may derive on the other?—Yes, just so.

356. That agreement is determinable at a certain period?—It is.

357. Is it renewable at the option of either party?—No; I think it is absolutely determinable, not renewable.

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358. Have you any objection to state the term of years?—I have no objection to state the substance of the agreement, but it is very long and very intricate; the material substance of it is this: that within a certain number of months after the telegraph shall have been laid and efficiently worked between Paddington and Drayton, the company might call upon the patentees to give them a license for the whole line, on certain terms; there are a variety of further considerations involved in the agreement, which it would be very difficult to relate.

359. Is this agreement binding upon the patentees, so as to enable the Great Western Company to execute this telegraph all the way from Bristol to London, for a certain number of years?—It was binding upon them, but the time has now expired.

360. A new arrangement must be made before any permanent agreement is effected?—Yes; neither party is now bound by that agreement.

361. Have all the advantages which were anticipated from this telegraph accrued?—I think we have scarcely had it in a state to say that we have derived all the advantages which were contemplated from it, because we have, between West Drayton and Paddington, very little inducement to work the telegraph separately for that part; it had much more reference to the more distant stations, and the communications of our line with others, or to communications between places on the line where short and long trains together are running upon the same portion of railroad. As yet we have had no practical benefit of that description, but it has enabled us to ascertain that the telegraph perfectly performs all the duty that was expected of it; as far as it goes, it works perfectly true.

362. Provided it shall work as well when your whole line is completed, do you anticipate all those useful results that were anticipated before it was laid down?—I do, indeed.

363. That is your opinion, after your experience of eight or nine months on 13 miles?—Yes.

364. In general terms, is it a very expensive thing to lay down this magnetic telegraph?—It is expensive, but that is a question of degree; I have no objection to state the expense incurred; I believe it may be laid at from 250*l.* to 300*l.* a mile, including the charge for station instruments.

365. In the discussions which have taken place, of which you may have been cognizant, upon the subject of railroad telegraphs, have the directors contemplated the conveyance of ordinary articles of intelligence between Bristol and London?—I think that view was entertained by the company when they originally tried it; the object would be to facilitate all means of communication.

366. Do you consider that that would be the only means by which the company would be remunerated for the outlay?—I think the usefulness of it to the railway itself is the chief remuneration; it is calculated undoubtedly to simplify the working of the railway, and to diminish the stock of every description, whether of engines or of carriages; to ensure greater punctuality, and, in cases of accident, to repair the injury with the least delay, as well as to produce general advantages and greater security in working the railway.

367. You think you might have a less establishment, and less stock, in consequence of having this magnetic telegraph, than you otherwise would be obliged to keep up to conduct the line?—Undoubtedly.

368. And that in that way the company would be remunerated?—I think that would be a mode of remuneration; I do not say to what extent it would operate, as compared with the expense of the telegraph itself.

369. In addition to the remuneration thus derived, do you conceive it will be an effectual mode of assisting in case of accident to passengers?—Certainly, it would be so.

370. And in some instances of preventing accidents?—Yes; if a line were at any place stopped up, and a communication could be made by telegraph, it would prevent the danger of collision from a subsequent train running up to the place of danger.

371. Mr. Wheatstone has stated that it is intended that a guard should have a portable telegraph, capable of operating at the distance of every quarter of a mile?—Yes, that is a plan proposed; it has not been carried into effect on our line at present; there are places to which the portable telegraphs may be applied, but the men have not been instructed in it yet.

372. Supposing

372. Supposing that idea were carried out, would it not be the cause of great safety in case of sudden emergencies, or fear of accidents?—Yes; I have no doubt security against accidents would result, and more prompt assistance in case of accident.

373. Suppose an engine unexpectedly became unfit for service, have you not, in the course of the last few months, occasionally sent to another station for another engine, by means of the telegraph?—Yes, we have, on one or two occasions within a few months; we worked the telegraph for nearly two months, so as to communicate to Paddington the moment of the passing of the train at West Drayton and Hanwell; that was done for the purpose of trying whether the telegraph would constantly work, and whether we could rely upon it, and it answered the purpose, certainly, admirably.

374. Do you contemplate continuing that constant use of it?—No, we do not work it in that way; but it is used in any emergency; they can transmit any intelligence between West Drayton and Paddington, which it may be material to receive.

375. If parties will want horses when they come to the Paddington station, you are in the habit of sending on intelligence of that?—Yes, we are; I think the chief use of the telegraph, what I consider the chief advantage of it, would be upon the junction of two lines, where they are to be worked by the engines of one line; for instance, upon the line from Bristol to London, at the junction of the Cheltenham Railway, it would be a very great facility indeed if it could be ascertained at the moment at which the train comes up from Bristol which is to receive the Cheltenham traffic, that the Cheltenham train is on its progress, and either within five minutes or not within five minutes of the place; by that means there would be no useless delay to either train, and in the same manner the down train coming up would be able to send previous intelligence from a station, by which the engine for the Cheltenham train would be ready at any time to take the train on, without any loss of time.

376. It would also, in case of any want of exactness in the arrival of a train, prevent collision, would it not?—It would, and it would reduce the expense of working the line; the superintendent might be enabled, in many cases, by delaying a train only a few minutes, to save the expense of a second engine being sent for a long distance.

377. In case of any severe fogs in any particular district, would it not be a great advantage that the trains coming into that district should be made aware of that circumstance?—Yes, I think in the case of our working short trains, which we shall probably do from Slough to London, independently of the Bristol trains, it would be very important for us to know at Paddington when a train is approaching, whether it be a Slough or a Bristol train, and for those at Slough to know that the long train is coming up, and is within a certain distance or not within a certain distance, that they may prepare accordingly, whether to send on that train from Slough to London, or to delay it for a short time.

378. Suppose you wish to send an extra train from one point of your line to another, without any means of communication, there must be always a certain degree of danger either of running into another train or meeting another train?—Yes, we are obliged to allow a certain interval to elapse before another is sent.

379. That is not always a certain means of preventing collision, is it?—No, it is not.

380. By means of this telegraph, could not you guard against the danger of accident in that respect?—Undoubtedly, it would tend to security in those cases.

381. Mr *Loch*.] Would not the possession of such a means of conveyance, after the telegraph is completed as far as Bristol, give the possessors of the telegraph a great advantage in a commercial point of view over the rest of the public?—It might do so, if they should choose so to avail themselves of their property.

382. Has it ever occurred to you what remedy the public might have under those circumstances?—I do not see how they possibly could have any remedy at all; I do not see why they ought to have any remedy.

383. Would it be unfair, under those circumstances, that the Railway Company should give facilities to other parties to erect other telegraphs along their lines,

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lines, paying the company for such facilities?—I think the company would not object to other parties having a facility if they were sufficiently paid for it; but I cannot conceive if a party possesses property, why he should refuse to make it useful to himself, or why he should be called upon to make it as useful to another as to himself.

384. Take the railway to Portsmouth, would it be at all a matter that would be indifferent to the country, that the directors of that railroad should have the means of communicating by means of their telegraph with London, while the Government is deprived of all communication between the principal naval station and the capital in the same manner?—I think the case cannot arise; Government will have the power of course, if they choose to pay for it, of putting a telegraph of their own between Portsmouth and London; and there is no telegraph which could exist, whether on the Southampton or any other Railway, the Company possessing which would prevent the Government having the use of it, if they choose to pay for it; Government might have one, of course, if they would go to the expense of making it.

385. What expense do you refer to?—The expense of buying land and putting it down.

386. Would it not be a much more ready way to give the Government the power to lay down the telegraph on the railway itself?—Paying for it, I do not see the slightest objection to it.

387. Lord *Granville Somerset.*] Suppose a restriction of the advantages of the Railway Company to that which may be called their own peculiar business, and not allowing it to transmit other intelligence?—It strikes me that that would be a prohibition to the Company laying it down at all.

388. Mr. *Loch.*] You think if this rule were laid down, that all the intelligence of those who telegraph should be made public with the exception of that on their own affairs, that would operate as a prohibition to their laying it down at all?—I scarcely know as to any rule of its being made public; I am answering these questions very much in the dark, but it strikes me that saying "You may lay it down, but you shall not use it except in a particular way," would amount to a prohibition.

389. Mr. *Green.*] Do you see any objection to compelling the Company to allow persons to send any information they please by means of your telegraph?—I see none at all, under particular arrangements, inasmuch as I think that is what they would do as a matter of course; but then it must be subject to certain regulations of the Company; they could not consent to its being taken out of their hands, when they are using it, and given to another; of course the transmission of general intelligence would be one source of income derived from it.

390. Mr. *Loch.*] How would this operate upon the construction of a telegraph of this sort, if the Government were to have the power, paying for it, to be enabled to lay down a telegraph of their own; would that operate with the directors in preventing their laying down one of their own?—I think not at all; I cannot conceive that it would be their wish to prevent Government possessing one. I think if an expenditure shall have been incurred by any company in laying down one under the expectation that they will derive the benefit of it, whether in transmitting railway information or general information, being properly paid for it, if they should be obliged to permit another company to lay down another telegraph on their line, that would be a great hardship; but I am sure they would do everything they could to facilitate the views of Government.

391. Lord *Granville Somerset.*] Supposing the Government were to lay down a magnetic telegraph from London to Bristol, and supposing that any parties were allowed, under certain regulations, to communicate by that telegraph, would you see any objection to that?—I expressly reserved that it should be used for Government purposes only. It never could answer to lay down two telegraphs; it would be a great hardship to make the possessor of the soil give up his right to enable some other party to compete with him.

392. Mr. *Loch.*] Confining it to Government purposes, you see no objection to allowing the Government to lay an electrical telegraph?—None whatever; at the same time I should state that it is a subject I have not much thought of or considered, and therefore I fear my opinion is worth nothing.

393. *Chairman.*] Why was not your telegraph put under ground?—It was attempted at first to be put under ground, but the wet got so much to it, it

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was found better to put it above ground, to secure it from that injury. I believe one of the great difficulties the patentee had to contend with at the time has been since remedied by making the tubes more impervious to the wet.—(Mr. *Wheatstone.*) I wish to make an observation with regard to the expense of the line: the cost of the present experiment has exceeded 250*l.* per mile. We will assume that it cannot safely be reduced, though I think with more experience it might be; if we consider that the cost of laying down the whole telegraphic line from London to Bristol will be only the cost of one mile of the railroad itself, the expenditure will not appear great, considering the benefits to be obtained; this is less than one per cent. upon the original estimate of the expenditure. Now would it not be worth while to go to that expense, to obtain all the advantages that will undoubtedly be obtained by the telegraph? I will make a few observations with regard to the proposed Government line. The principal expense of laying down the telegraph line is, in fact, the iron tube and the other things connected with it; the mere cost of the wires is very little, not more than 6*l.* or 7*l.* per mile each; as many wires may be put as you please in the same tube, consequently, supposing an iron tube to be laid down from hence to Portsmouth, if wires for three distinct lines were enclosed within it, the expense of each line, considered separately, would be very considerably diminished; one line might be appropriated for the railroad purposes alone, another for general commercial intercourse, that is, for sending messages for any parties who choose to pay for the accommodation; and a third for the exclusive use of the Government; there would be no difficulty if the Government have a telegraphic line thus associated with the others, to make the terminations in their own offices, from the Admiralty in London, for instance, to any office belonging to the same department at Portsmouth, so that information may be sent without communicating with any persons but their own clerks. If this plan were adopted, it would do away with every objection which has been made with regard to the injury a private company would do to the public, by having the exclusive means of intelligence in their own hands; and I am sure any railway company would enter willingly into an arrangement, by which Government might possess an exclusive line at a very moderate expense, much below that at which they could lay it down themselves. If the new telegraph of which I have spoken succeeds, and it has succeeded perfectly so far as experiments have yet been tried, we might place three telegraphs in connection with the six wires now used on the Great Western Railway, and these might be applied, as I have said before, to three specific purposes; one exclusively for railway purposes, another to be let to any persons who choose to avail themselves of it, and another for Government objects.

394. Would it be possible, by any portable instruments, for any third party to become acquainted with the messages sent on account of the Government?—If the Government feared anything of that kind, they must use a cypher; communications by the electric telegraph would be far less public than by the present visual mode; at present everybody knows when a telegraph message is being despatched, and any person acquainted with the signals might read it.

395. Is it not the case, that by a little attention any person can possess themselves of any cypher?—Very ingenious systems have certainly been decyphered, without any knowledge of their keys; but the task is no easy one. An extremely simple and safe mode of cypher has been devised, by means of which a person may communicate with a thousand correspondents, it being impossible for any one of them to read what is intended for another.

396. Mr. *Freshfield.*] Have you made a calculation of the probable length of time the apparatus will continue, without requiring to be renewed?—That is a question I cannot answer; but it comes to this: how long can the iron tube which contains the wires be preserved; the wires themselves would remain uninjured for an indefinite period, if the tube be kept perfectly water-tight.

397. Do you think the wear and tear of the apparatus from London to Bristol would be less than the wear and tear of the railroad for one mile?—Far less.

398. Mr. *Loch.*] Do you spell every word by the present mode?—Some signals are used, but the words of a message are generally spelt.—(Mr. *Saunders.*) We have some conventional signals; the others are spelt. While we were working the telegraph, we worked it for some time intermediately through the Hanwell station, to try the effect of dividing it into different lines of tele-

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graph; there was evidently no perceptible difference of time from Drayton to Hanwell, and from Hanwell to Paddington; for the same party having a double instrument at Hanwell, the instant he saw the signals on one he touched the keys of the other; the effect is quite instantaneous; in that way it might be sent to almost any distance.

399. Lord *Granville Somerset.*] (To Mr. *Saunders.*) In your evidence given before the Committee last year, allusion was made to an agreement entered into between your Company and the Thames Junction Railway Company, with regard to their passing your line?—There was.

400. Does that agreement still hold?—Yes, it does.

401. Has any attempt been made on the part of the Thames Junction Railway Company to alter that?—I am not aware of an attempt having been made by the Company generally, but at a meeting of the proprietors of the Company one of the directors asserted, that "if the Great Western Company would not come to terms with them they would soon make them listen to reason, by crossing the Great Western every quarter of an hour."

402. Have the Thames Junction Company the power of putting that threat into execution?—They certainly have not, consistently with the agreement which was entered into between that company and ours.

403. That agreement being in full force at this moment, is it in the power of either company to get rid of it without the consent of the other?—I think not; but the Thames Junction Company are now before Parliament, and it is a matter very well worth consideration, whether there should not be some more stringent power applied to them than the mere agreement referred to, to deter them from that course. I think the threat from a director would justify some Parliamentary enactment for the security of the public.

404. Do you know what the objects of their Bill are?—I think to raise more money, and to vary some part of their line, and take additional powers; but I am not quite sure of the whole purport of their application to Parliament.

405. Are you to be understood, that the Great Western Company are very desirous that the Thames Junction Company should not have the power of crossing more frequently than under the present agreement they can cross?—Certainly; not to have any power of infringing the agreement.

406. How often in the course of an hour can they now cross?—That depends entirely on the running of our own trains, which are to have the first right of passing on the railway; when our own trains are in expectation of arriving, they cannot cross the point of intersection. We made every arrangement we could for the purpose of ensuring security, and we should certainly wish to see clauses introduced into the Bill which should prevent their altering the terms of that agreement, to which the Great Western Railway Company desire to adhere.

407. Mr. *Loch.*] The Thames Junction Railway Company pass your railway on a level?—Yes; the two railways intersect each other on a level.

408. Lord *Granville Somerset.*] For the purpose of the Thames Junction communicating with the Thames at the one end and the Birmingham Railway at the other?—Yes. Their Bill had precedence, in point of time, of our Extension Act, but the promoters of it were informed at the time that the Great Western Railway was intended to be carried to Paddington; and no opposition was given to the Thames Junction Company, upon a clear understanding with them that their railway should not obstruct the extension of the Great Western line to an independent terminus. The directors conceive they have provided to the best of their power for security, under the circumstances of the case, and they must look to support in Parliament to enforce the provisions of the agreement; that is all they wish or require.

Martis, 11° *die Februarii*, 1840.

MEMBERS PRESENT.

Mr. French.	Lord Seymour.
Mr. Freshfield.	Lord Granville Somerset.
Mr. Loch.	

LORD SEYMOUR IN THE CHAIR.

Mr. *Thomas Tibbetts*, called in; and Examined.

409. *Chairman.*] YOU are agent for Messrs. Pickford & Co., the carriers?—I am.

410. Have you signed a petition of the carriers, which is before the Committee?—I have.

411. By how many carriers is this petition signed?—About 50.

412. Who else have signed it?—The other parties signing it are the principal merchants and tradesmen in the several towns.

413. Mr. *Loch.*] The rest, amounting to near 1,700, are persons principally interested in the carriage of goods?—Yes, they are the principal traders in the several towns mentioned.

414. Can you give the names of the towns?—London, Manchester, Birmingham, Worcester, Nottingham, Leicester, Sheffield, Wolverhampton, Northampton, Oxford, Walsall, Huddersfield, and the Staffordshire Potteries. The petition from Derby did not arrive in time to be annexed.

415. Lord *Granville Somerset.*] When you state that the petition comes from traders in those different places, the 50 carriers mentioned are connected with the trade to those different places?—Yes.

416. In addition to the carriers, the petition is signed by parties interested in the conveyance of goods?—Yes, they are all interested in the conveyance of goods.

417. Do you remember a petition of certain carriers being presented to the House last session?—Yes, I have seen a copy of it since this was presented.

418. Were you in the employment of Messrs. Pickford at that time?—Yes.

419. In addition to the inquiry before the Committee on Railroads last year, there was an inquiry with respect to certain clauses introduced into the Birmingham Railroad Bill, with regard to the conveyance of goods?—I am aware of the Bill; I am not aware that Pickford & Co. had to do with those clauses; another carrier, Mr. Robins, had.

420. Did you communicate with Robins & Co. while the discussion was proceeding on that Bill?—No.

421. Did you approve of the clauses that were introduced into the Bill?—Yes, I believe we did not object to them at all.

422. Did they promote your object?—Yes.

423. Were you satisfied with them?—So far as they went; but we wished them to go further.

424. Will you state to the Committee what the object of the petitioners is in addressing the House?—The object is, as I believe, to obtain the power to compete with the railway companies on their railways.

425. Will you explain to the Committee in what way that competition is now beyond the power of the common carriers?—I am desirous to have a few hours to arrange our ideas in that respect. I should be much better prepared on the next day of sitting to state that than at present.

426. Mr. *Loch.*] Is there any practice on the London and Birmingham Railway you complain of?—Yes, we have cases which shall be prepared against the next meeting of the Committee.

427. Lord *Granville Somerset.*] With reference to the Committee of last year, it was supposed that the London and Birmingham had given Messrs. Pickford an

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an advantage over the other carriers?—That was endeavoured to be proved by other carriers.

428. Have you any observations to offer upon that subject?—I am not aware of any preference given by the London and Birmingham to our concern.

429. The London and Birmingham carried for your concern before they carried for other carriers, did they not?—Yes, they did.

430. Mr. *Loch.*] With regard to the Grand Junction Company, have you any observations to make?—Yes.

431. The Liverpool and Manchester?—We are not carriers on that.

432. *Chairman.*] On what railways do Messrs. Pickford carry?—The London and Birmingham, the Grand Junction, the Birmingham and Derby, the Midland Counties, and the York and North Midland at present.

433. Mr. *Loch.*] Have the difficulties you complain of increased since this time twelvemonth?—Yes.

434. The carriers find themselves in a less advantageous situation than they did then?—I imagine they hardly knew what their situation was this time twelvemonth; they now begin to find out how the railway companies oppress them in different ways.

435. It is to those points you wish to speak when you come next before the Committee?—Yes.

Mr. *William Harnett,* called in; and Examined

Mr. *Wm. Harnett.*

436. Mr. *Loch.*] WHAT Company do you represent?—Morris, Herbert & Company, late Bache & Company.

437. Are you a partner?—No; I am resident agent in London.

438. On what railroad do you carry?—The London and Birmingham, the Grand Junction, and the Manchester and Liverpool.

439. You have nothing to do with the Liverpool and Manchester, you transact your business alone with the Grand Junction?—Yes.

Mr. *Joseph Derham,* called in; and Examined.

Mr. *J. Derham.*

440. *Chairman.*] WITH what house are you connected?—I am agent for Messrs. Pickford & Co. in London.

George Pritt, Esq. called in; and Examined.

George Pritt, Esq.

441. Lord *Granville Somerset.*] THE Committee wish for an explanation of a clause in a Bill for which you are agent, the Lancaster and Preston Junction Railway; perhaps you are aware that as the clause No. 14 is printed in the Bill, it says, that the company shall not be answerable for, or compellable to make satisfaction, for any loss or damage that shall or may arise or occur to any goods or merchandize whatsoever, which shall or may be brought to or conveyed upon the said railway, other than and except for such loss or damage as may actually be sustained by such goods from, or by omission or negligence by, or on the part of the said company. Why was that clause introduced?—It was introduced by my clients from the London and Birmingham clause, last year; but that clause has been withdrawn, in consequence of an objection to it taken elsewhere; I have sent down the Bill with the clause omitted.

442. Mr. *Freshfield.*] What was the precise reason for introducing that clause varying from the common law?—I cannot speak to that; the Bill was sent up with that clause introduced; I apprehend it was introduced in consequence of a number of restrictive clauses, requiring the London and Birmingham Company to carry all goods brought to them; I did not suppose it would be admitted, but they wished to try it; an objection, however, was taken to it, and it was withdrawn.

Jovis, 13 *die Februarii*, 1840.

MEMBERS PRESENT.

Mr. H. Baring.	Lord Seymour.
Mr. Freshfield.	Lord Granville Somerset.
Mr. Loch.	Mr. Thornely.
Viscount Sandon.	

LORD SEYMOUR IN THE CHAIR.

Mr. *Thomas Tibbetts*, called in; and further Examined.

443. *Chairman.*] HOW long have you been engaged in the carrying trade?—Twenty years.

444. In connection with Messrs. Pickford & Co.?—Yes, the whole of that time.

445. To what parts of the country does Messrs. Pickford & Co.'s trade extend?—To Manchester, Liverpool, the Potteries, Birmingham, Wolverhampton, Worcester, Bristol, Shrewsbury, Nottingham, Derby, Sheffield, Leeds, Huddersfield, Halifax, Bradford, Leicester, Loughborough, Northampton, Banbury, Oxford, and York; I think I have named the principal places.

446. The railways now go to most of those places to which their trade formerly extended?—Yes; or there are branches carrying goods to those places.

447. Mr. *Loch.*] Did you carry only by canal or by canal and land conveyance previous to the establishment of railways?—Both by canal and by land conveyance.

448. Do you carry by canal and railroad since the railroad has been opened?—Yes, since the railroad has been opened throughout; there is no land conveyance except by that; we have land conveyances at different places, but not between London and Liverpool, nor London and Manchester.

449. You have for some time past carried goods by the London and Birmingham Railway?—Yes.

450. What is the course of your carrying goods along that railway; how do you collect your goods in London in the first instance?—We collect them in London by carts and waggons over the whole of the trading district of London, and, in fact, in any parts out of the usual line where we are required to send carts or waggons.

451. Do you do that at the same establishment where you carried on your former trade, or have you set up a new establishment to carry on that new branch of trade?—On the same premises; but we have been obliged to add considerably to the number of horses and waggons.

452. Is that to enable you to carry the goods to the station at Camden-Town?—Yes.

453. Formerly you collected your goods at the station at the City Basin?—That was the place to which we brought them eventually; we collected them in different places in London.

454. While you have increased the number of your horses and carts in London, you have decreased the number of your horses and waggons that carry goods by land?—Yes, considerably.

455. When you take the goods to Camden-Town station, what do you do with them there?—We load them on the railway waggons.

456. You put them on yourselves at your own expense?—Yes.

457. Those waggons are furnished to you by the company?—Yes.

458. What sort of arrangements have the company made with you for furnishing you with waggons, and conveying goods to the places to which they are to go?—We pay them a certain rate per ton, and in addition they charge for what they call haulage, or locomotive power; we pay them in different sums.

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459. The duty they have to perform is to provide locomotive power, and to convey them along the railroad?—Yes.

460. Is there any other duty they perform; do they deliver the goods at Birmingham, for example?—No.

461. You take them from the station there in your own carts?—Yes, and distribute them.

462. What do you pay for their performing those several duties for you?—We pay different prices on different descriptions of goods; for the general carriage of goods we pay them 18*s.* 8*d.* a ton, which they call their toll-dues or tonnage; and in addition to that we pay them for the locomotive power. It is not clear what we pay, taking one way only; we pay so much for a ton per trip.

463. The 18*s.* 8*d.* a ton is for the whole way to Birmingham?—Yes; that is the highest rate for goods down to Birmingham for the tonnage; it is not the highest rate up, they charge a different price.

464. That is for the use of the railway?—Yes.

465. Does it also include the use of the waggon?—I conclude it does not.

466. In addition to that you pay for the locomotive power?—Yes, 12*s.* per ton per trip. The use of the waggon is included in this charge.

467. Is the locomotive power charged the same for all goods, or is there a distinction according to the quality of the goods?—There is no distinction.

468. How did you come to settle that 12*s.* was to be a proper allowance to the railway company for furnishing the locomotive power for carrying goods; what were the communications between you and the company which led to that result?—I am not aware what led the company to arrive at that result.

469. What were the calculations you made to show that you ought to pay that price?—I am not aware whether we had a power to enter into those calculations; probably Mr. Derham may be better able to answer that question.

470. You must have looked into the question to see whether, when you had paid those two sums, there was a profit to be left to yourselves?—As far as I am aware the railway company said to us, "These are our terms on which we will allow you to use our railway." We still send goods by canal to Birmingham when we think fit; we are not bound to carry at the same rate per railway as by canal.

471. Mr. *H. Baring.*] What is the difference of the charge by railway and by canal?—I should think there is a difference of from 5*s.* to 10*s.* a ton between the two, the railway being the dearer; in some cases there is a greater difference, in some goods there is not so much difference.

472. Mr. *Loch.*] When you carry your goods up to Camden-Town Station, supposing you have only one waggon load to go, do they forward that waggon immediately?—No.

473. What arrangement is made with regard to it?—They forward two trains at the present time; till very recently they have had but one; they are started the following morning; the goods are brought together as to-day, and the trains start about 6. 15. A.M. and 9. 45. A.M.; our goods arrive at Birmingham between eight and nine o'clock P.M. the same day.

474. Does that train start whether there is one waggon or ten?—It always starts the following morning.

475. Is the 12*s.* for the locomotive power paid by each carrier according to the charge, or is 12*s.* the whole charge for the engine?—12*s.* per ton is charged.

476. So that if there are a great many waggons, there are so many 12*s.* paid on account of the tonnage to be carried?—Yes.

477. If there should be but one or two waggons in the train and those only half loaded there are so many less 12*s.*?—So far as the locomotive power goes, but though they are only half-loaded waggons, they make the carrier pay for a certain weight on the tonnage.

478. What is the smallest weight?—50 cwt.

479. You must pay for 50 cwt. whether you carry 50 cwt. or not?—Yes.

480. Have you any statement showing what were the different charges made by the company for the different sorts of goods?—We have them in the London and Birmingham Act; they charge what they are entitled by the Act to take, except for one class of goods.

481. Mr. *H. Baring.*] Are they charged at the maximum price?—Yes, I think that is the case, with the exception before alluded to.

482. Mr. *Loch.*] The maximum price merely relates to the tonnages; and also the locomotive power, according to their own pleasure; there is nothing in the Act respecting that?—No, nothing at all.

483. When the goods arrive at Birmingham, your carts take them away from the station, and you distribute them according to their destination?—Yes.

484. The london and Birmingham Company are not carriers themselves, are they?—No.

485. Except as to regulations of time and starting the train, competition is perfectly free on that line, is it not?—It is.

486. Are there any observations you have to make, showing that the regulations of the company are injurious to the carrying trade?—As to the London and Birmingham, I am not aware that we have, as respects their regulations; I was asked when here the other day, whether we made any objection to the clauses introduced by Robins & Co. before the London and Birmingham Committee; there is one thing we should object to.

487. Are those the clauses which were inserted in the Bill, and afterwards struck out by the House?—That I refer to is sect. 13 of 2 Victoria, chap. 39.

488. Do you refer to the clause intituled, "The company not to be answerable for any loss or damage, except from omission or negligence"?—Yes.

489. How do you understand that clause; what do you think is the effect of the clause?—The clause is, "And be it further enacted, that the said railway company shall not be answerable for, or compellable to make satisfaction for any loss or damage which shall or may arise or occur to any goods or merchandize whatsoever which shall or may be brought to or conveyed upon the said railway, other than and except for such loss or damage as may actually be sustained by such goods from or by any omission or negligence by or on the part of the said company."

490. The liability of the carrier, as far as the person that takes the goods goes, extends from the time you receive the goods into your charge until you deliver them wherever they are to be delivered?—Yes, I think so.

491. Do you suppose that that clause is intended to limit the liability of the company, as far as the claim of the carrier may go, in case any damage should occur to the goods while travelling along the railway?—Yes.

492. You think such a protection for the company is unjust towards the carrier?—Yes, I think so.

493. So that while the proprietors would have a right to a remedy against you for any injury to the goods, you would not have your remedy against the company for such injury?—Just so, because we should not be able to prove that it was by omission or negligence.

494. Do you carry goods also on the Birmingham and Derby Railway?—Yes.

495. Are that company carriers at all?—I am not aware that they are at present, but I think they have intimated their intention to be so.

496. Is there any difference in the mode in which goods are carried on that railway from the practice of the London and Birmingham?—I am not aware of any; we have not had much experience on that line yet.

497. You carry goods along the Grand Junction to Liverpool and Manchester?—Yes.

498. You have nothing to do with the Liverpool and Manchester Railway Company?—No.

499. What is the mode in which you carry on your trade with respect to those goods carried by the Grand Junction?—We collect them in Birmingham, and take them to the station.

500. The Grand Junction are carriers of goods on their own account, are they not?—They are.

501. Lord *Granville Somerset.*] When did your concern begin making use of the Birmingham Railway first?—I think about September 1838.

502. Was any application made to you by the London and Birmingham Railway Company, or did they communicate to you that they were ready to carry?—I think we made application to them in the first place; I do not believe there was any written communication made, but a verbal application, probably.

503. You and Mr. Baxendale had a great deal of communication with the company, probably?—Yes.

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504. Mr. Baxendale being connected with the company, gave you great facilities for your communication with them?—Mr. Baxendale, when he became connected with the company, left the business of Pickford & Company entirely; he did not interfere with it; we might make applications to the company and he might not be aware of them.

505. Were your terms when you first began to convey goods by the railway company the same as they are now?—When we began we used to send goods partly by the canal; the prices are not the same.

506. Can you state whether Pickford & Company, under their arrangements with the London and Birmingham Company in September 1828, paid about the same prices as they do now, considering the length they went on the railway then and the length they go upon the railway now?—I hardly know; Mr. Derham will be better able to answer that question; he is better acquainted with those matters than I am.

507. How long did your first arrangement with the London and Birmingham railroad continue?—About Christmas there was an alteration when the railroad was all opened.

508. Was not there the date of the 15th of April mentioned?—The company gave notice that they would be ready to convey for all carriers after that time.

509. Up to that time the company carried for Pickford & Co. only, did they not?—No, not for Pickford & Co. only, there were two other carriers.

510. But the carriers, generally, were not able to avail themselves of the use of the railway till April 1839?—I think that was the date.

511. All the carriers now make use of the railroad, as they come to the station with their goods?—Yes.

512. And if the company cannot carry all the goods, they take them according to the seniority of their arrival?—Yes.

513. Can you speak practically to the fact, whether your goods have ever been left behind in consequence of there not being sufficient accommodation for the whole amount of the goods to be forwarded?—I have never heard that they were.

514. You allude to having to pay the whole charge, provided your goods do not reach the amount of 50 cwt.; has that happened often?—Mr. Derham can speak to that also better than I can.

515. In charging the public, you take into account every charge arising out of your carrying to the railroad, and from the railroad, and delivering to the consignees' house or warehouse?—We endeavour to do so as far as possible, but the competition does not exactly leave us at liberty to make the charges we ought to make.

516. You mean to imply that you charge too little?—There is no doubt about that; that we are not receiving a fair remuneration on many goods.

517. But you make the charge in a lump; you do not say so much for one item, and so much for another?—Just so.

518. You say for carriage from Mr. So-and-so's warehouse in London to Mr. So-and-so's warehouse in Birmingham?—Yes.

519. Have those charges been varied in amount of late?—They have been reduced on some goods of late.

520. Have they been increased on any description of goods?—They have not.

521. On what goods have the charges been reduced?—On the general manufactured goods of Birmingham there is a reduction.

522. Do you mean the hardware?—Yes.

523. What class of goods have similar charges applied to them now that they had 15 months ago?—Some goods of a lighter description; I think hats remain the same; they go in large bulky boxes; the rate for which is much higher in proportion than on heavier goods; such things as household furniture.

524. Do you charge the same both ways?—Not for the merchandize, we do for such things as furniture, luggage, and such like goods, whether going up or coming down.

525. With reference to the heavier classes of goods on which you have reduced

reduced the amount, do you charge for the heavy goods travelling down to Birmingham the same as for goods coming up?—The heavy description of merchandize going from London is generally lower than coming to London.

526. What is the ground of that?—It has been the same ever since I have been connected with the carrying business; there was a much greater difference. I imagine, when the difference originally arose, the carrier supposed he had to load the boat to London, having to bring it back again, then he would bring down the goods that were coming down at a lower rate.

527. There are more goods to be sent from Birmingham to London than from London to Birmingham?—Yes, I believe so.

528. In your arrangement with the railroad company, what difference do they make in the charge, or do they make a difference?—They make a difference in the tonnage of some classes of goods; they are 18*s.* 8*d.* down, and 23*s.* 4*d.* up, taking the highest class.

529. Mr. *Loch.*] Does the charge for the locomotive engines remain the same?—That will depend upon whether there is a greater amount up or down. If we have to send a larger quantity of goods up, for instance, than we had to send down, we should have to pay 12*s.* a ton on the up-goods.

530. It is at the same rate up as down for locomotive power?—Yes, if there is the same weight of goods each way.

531. Lord *Granville Somerset.*] The London and Birmingham Company convey your goods without interference with your position as carriers; but they find locomotive power and waggons; and for these services performed by them they make their own charge?—Yes.

532. Their charge up is 23*s.* 4*d.*, and down it is 18*s.* 8*d.*?—Yes, for tolls on one class of goods; that is, the highest class of goods.

533. The highest rate charged up is 23*s.* 4*d.*, and the highest charge down is 18*s.* 8*d.*?—Yes, for tolls.

534. In going up do they force you to take the 50 cwt. as their minimum?—Yes.

535. Do they make the same rule as to going down?—Yes, if we put in only 1 cwt. we must pay for the 50.

536. There is, therefore, of course, considerable difference between the charge up and the charge down; is that greater than it used to be before the railroad was used as a means of transit?—In our charges to the public we made a greater difference, I think, formerly.

537. On what principle do the company, so far as you are aware, charge so large a sum for their locomotive power when the waggons are not filled; does not it bear some relation to the weight which follows it?—I am not aware that it does.

538. If a heavy train goes up, is not more locomotive power required than if it is a light train?—Yes; as I understand the matter, they are compelled to make the charges in that manner to regulate their waggons; if they make 6*s.* per ton charge on the weight up how are they to get their waggon back?

539. Why do they charge so enormously for the locomotive power, if it goes down light?—I am not aware what their reason is; those have struck me as very good reasons for it.

540. In the discussions on the subject of price, they did not put forward any arguments of that sort?—No; as far as I know, they issued their terms, and we paid for the use of the railroad on those terms.

541. Do you know whether those terms were acceded to by other carriers as well as yourselves?—I have no doubt of it.

542. What difference do you make between sending the high-priced goods down and the high-priced goods up?—The hardware and heavy merchandize from Birmingham is at present charged from 40*s.* to 45*s.*; there are some descriptions of goods that are charged higher; they may be taken at 45*s.*; take a hogshead of sugar down, that would be 40*s.*

543. That has no reference to the article being more liable to be spoilt, and therefore subject to greater damage?—I do not see that in this article there is any such circumstance.

544. The simple reason is, that there is more traffic one way than the other?—Yes, I think so.

545. Do you know what the charge for locomotive power is each way?—Yes, the charge is 12*s.* a ton starting a waggon from Birmingham, and we

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may send that same waggon back without any charge at all, because that covers the up and down.

546. How often are goods despatched by railroad trains from London?—Every morning; once in every 24 hours; they send two trains now; they start every morning.

547. At what time is the earliest baggage-train?—The first leaves Camden-Town station at about 6. 15., and the second at about 9. 45. A.M.

548. At what time ought they to be in Birmingham?—They arrive at from three to nine o'clock the same evening.

549. You say that the two trains must both be loaded the day before?—Yes, or in the night; they are in fact loaded in the night. If they arrived in Birmingham in sufficient time to deliver in the course of the day, that would be of use to us; they generally take from 8 to 11 or 12 hours.

550. Is not there an arrangement by which they are bound to deliver the goods within a certain time?—I am not aware of any; I am not aware that the company have bound themselves in any way.

551. Suppose you wanted to send goods from London to Liverpool, is there any rule by which the London and Birmingham Company are bound to deliver the goods to the Grand Junction within a certain time?—They will always be able to arrive in sufficient time for that, except in case of accident, because the train from Birmingham does not start for Liverpool till one o'clock in the morning; I have heard of their not arriving in sufficient time in the up-trains.

552. It has never happened to you to have goods sent down stopped longer than they ought to have been by the fault of the London and Birmingham Railway Company?—I cannot undertake to say that it has not happened; I think there have been instances, but I cannot speak to them.

553. Is it not of importance that you should know within an hour, at what time the goods ought to arrive in Birmingham?—Our understanding is, that they ought to arrive from three to nine P.M.

554. Does not it make a great deal of difference in regard to some other places, whether they arrive in Birmingham at a certain hour or not?—Yes, very great.

555. Do you deliver at a great many intermediate stations on the railway?—No.

556. Do you not take any goods by railway, except those to be left at Birmingham?—No.

557. Have you attempted to convey goods to Northampton by the railroad?—No.

558. Have you ever made that demand upon the company?—I have no doubt we have; but I could not refer to the document. I know they have not the power to give us any accommodation at present, and that if we did ask them, they would answer that they have not the means of doing it.

559. Have your customers asked you to send goods in that way?—Yes; I have known applications to us to take goods to the road stations; it frequently occurs that such applications are made.

560. Take the town of Northampton, which is at the distance of a certain number of miles from the railroad, have you ever been asked to carry goods for parties residing in that town to Northampton, or from Northampton to London?—I have no recollection of it, but I may have been asked.

561. Have you any road waggons at present to Northampton?—No.

562. Do you send goods by canal to Northampton?—Yes, daily.

563. How soon do they get to Northampton from London?—In about 40 hours.

564. What species of goods go by canal; are any of them the same class of goods you send by railroad to Birmingham?—Yes.

565. Would it not be a great advantage if you could send them to Northampton by railroad?—It would depend on the charge by the company.

566. You conceive it would be a great convenience, if means were given to allow you to send goods by the railroad, to some of the intermediate stations within a few miles from the London and Birmingham Railway?—Yes; to some of the further stations it would be more convenient; there would be some expense in taking them by cart to Northampton from the station, and delivering them to the consignees; looking at the time occupied in this, and the number

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of hours by the canal throughout, I do not anticipate much advantage at this place. Mr. *T. Tibbetts.*

567. Take some stations where you think it would be an advantage?—I will take Coventry; it would be a considerable advantage there. 13 February 1840.

568. Have they no station at Coventry, where they can leave your goods?—No.

569. You cannot state whether any application has been made to them to convey goods to Coventry?—Mr. Harnett will answer that.

570. Mr. *Loch.*] What did it cost you to convey goods from London to Birmingham, before the opening of the railroad; what was the amount of tonnage you had to pay?—Mr. Derham will answer that; I cannot.

Mr. *Joseph Derham,* called in; and Examined.

571. Mr. *Loch.*] WHAT are you?—I am one of the agents for Pickford & Co. Mr. *J. Derham.*

572. The London agent?—Yes.

573. What is the particular department you have the charge of in that concern?—Principally as regards the regulations on the canals, and the charges of the canal companies.

574. What was the expense of carrying certain goods to Birmingham, which the last witness has stated you now pay 18*s.* 8*d.* a ton for sending them by the railway?—The highest charge was 14*s.* 6½*d.* from Paddington to Birmingham for canal dues.

575. What did it cost you in other respects to convey those goods to Birmingham?—That is a question which cannot be answered off-hand, because it consists of a variety of prices, according to the weight of the goods which are sent in the boat.

576. Cannot you fix something near it?—Perhaps 8*s.* or 10*s.* a ton for moving the goods, if the boats are fully laden.

577. How long did it take?—Sixty hours, two or three more or less.

578. What did it cost you to collect them in London, and put them on board your boat at Paddington?—That is a question I cannot answer.

579. Can you state what expense there was in delivering the goods at Birmingham?—I should suppose about 2*s.* 6*d.* a ton.

580. How does it happen that you are not able to state to the Committee what it cost to collect the goods in London and put them on board the boat?—Because I have never made any calculations respecting these charges.

581. How can you tell whether you are driving a profitable trade or not, if you do not know all the items in the sum of which the whole was made up?—That is ascertained by other parties.

582. What was the charge you made upon the ton of goods so carried by the canal when you got to Birmingham, including all the expenses you have enumerated?—The price charged to the public Mr. Tibbetts will state.—(Mr. *Tibbetts.*) We charged 45*s.* for sugar, for instance; say 18 months or two years since it was 45*s.*

583. What are the expenses Pickford & Co. were at in conveying them to Birmingham, and delivering them to the consignee of the goods there?—As to the charge of carting in London, I cannot speak to that.

584. Is there any one who can speak to it?—If I am called here again I will endeavour to get information upon it.

585. Do you happen to know what was the cost of your delivering the goods brought from Paddington into London?—They were brought from the City Basin; as respects the Birmingham goods, the price I have stated includes the delivery; it is very difficult to estimate each portion of the expense.

586. You say you did charge 45*s.* a hogshead for sugar, what do you charge for the same article now if carried by railway?—The same article now is charged 40*s.*

587. Is that by the canal or the railroad?—The 40*s.* is by the railway.

588. If you were to send a hogshead of sugar now, what should you charge?—Not more than 40*s.*

589. Lord *Granville Somerset.*] (To Mr. *Derham.*) Representing the interest of Messrs. Pickford, are you able to say whether you would prefer, for your own

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interests, sending a hogshead of sugar by the railroad, at the price of 40*s.*, or a hogshead of sugar by the canal?—By the canal.

590. Have the canals lowered their rates?—Yes, in the course of the last year.

591. Subsequent to the opening of the railroad for goods?—Yes.

592. You would prefer, under those circumstances, sending by the canal?—Yes, at the same price.

593. Have you had an opportunity of learning whether your customers prefer that they shall go by canal rather than by railroad?—No, I do not know that it is left to our choice; we endeavour to do it according to their wishes.

594. They specify whether by canal or railroad?—Yes.

595. You do not intimate to them that if they do not wish for their goods so soon you can send them cheaper by the canal?—I do not see that we have an opportunity of doing that; they may have a preference for a particular conveyance.

596. Do you hold out to them any inducement to one means of conveyance rather than another?—No, we do not make what would be to our own advantage too prominent; we should not control them.

597. You do not feel that it is desirable to hold out that you could carry at different prices by the canal than by the railroad?—No; we go by the orders given with the goods.

598. Mr. *Loch.*] When a hogshead of sugar comes to you, does it come with an intimation by which mode of conveyance it is to be sent?—Yes.

599. Suppose it came without a direction, and you were left to your own choice, which would you prefer?—We should probably send it by the railway.

600. Which would leave you the best profit, the railway or the canal, under equal circumstances?—I think, generally speaking, the canal would.

601. It was stated by the former witness that you paid 12*s.* a ton for the locomotive power between London and Birmingham?—The charge is 6*s.* a ton each way.

602. It is 12*s.* a ton by trip, meaning both ways, so that if you have goods to send from London to Birmingham, and have goods to come back, you paid 12*s.* only, but if you send goods to Birmingham only you still pay 12*s.*?—Yes; the locomotive power, they tell us, is 6*s.* per ton each way, but they charge 12*s.* for the locomotive power and waggons one way, but do not charge the other way; they take the weight each way each week, and charge on the greater weight; the way on which there was less quantity they would charge nothing; they take the balance every week, and whichever has been highest, whether up or down, they make the charge upon.

603. Suppose you send 50 tons up and 40 down, their charge is 12*s.* for the locomotive power on the 50 tons up, but nothing on the 40 down?—Just so.

604. Mr. *Loch.*] Suppose you sent 40 tons up and 50 down, how would they charge?—Then they would charge locomotive power on the greatest weight; they strike the balance each week, and charge it on whichever way the greatest weight is.

605. Lord *Granville Somerset.*] The Committee have heard from Mr. Tibbetts, the agent, that they are charging 23*s.* 4*d.* up for goods, and 18*s.* 8*d.* down?—Yes, that is the present scale of charges, independent of locomotive power and waggons.

606. Will you explain whether that 23*s.* 4*d.* includes the 6*s.* or 12*s.* per ton?—No, they make separate charges; they charge the toll for the road 2½*d.* per ton per mile upwards, and downwards 2*d.* per ton per mile; that is on general merchandize.

607. That is, for cotton, drugs, hats, and manufactured goods?—Yes.

608. In addition to that you pay for the locomotive power?—Yes; the other charge is for the locomotive power and the waggons.

609. What is the whole sum they charge you for conveying goods of that description from Birmingham to London?—That I cannot tell, for the price varies according to the proportions between up and down.

610. You probably made your calculations that this 12*s.* per ton for locomotive power either way, calculated upon the maximum, must amount to so much upon the average?—No; we made no calculation about it, it was handed to us, and we must pay it or carry by the canals.

611. Did not you make a calculation whether the goods would bear those charges?—Only those goods go that will bear those charges.

612. Take a ton of hardware, what is your charge for that from Birmingham to London?—(Mr. *Tibbetts.*) By the railway 45*s.*

613. Suppose you charge a customer 45*s.* for a ton of hardware goods from Birmingham to London, how much of that goes into the pocket of the railway company for the accommodation they afford you?—We are precluded from making a nice calculation of that kind, for we do not know what we shall have to pay the company per ton till the week's end; we endeavour to put such goods on the railroad as will cover all the expenses, or we might carry goods at a loss if our weight one way considerably overbalanced that the other way.

614. The question is, whether it is or not an advantage to the public that the company should be carriers, or individuals; how can the Committee form an opinion upon that until they know how the carriers calculate their profit; if you cannot tell the Committee how much of the 45*s.* you charge for goods, you expect to come into your own pocket, how can they form an idea whether the company could carry them cheaper?—From the manner in which they make the charges we are precluded from making that calculation at the time.

615. The two floating parts of the charge are the 12*s.* and the 18*s.* 8*d.*, or the 23*s.* 4*d.*?—Yes.

616. You estimate what will be the proportion of each one of your transactions, and upon the result make the charge to the public, do you not?—We cannot calculate the charges so nicely as that; we put on the railway such goods as we thought would afford the cost.

617. You can tell of course whether you have been losing or gaining by your bargains with the railway company, and by your serving the public at certain rates?—No, that can scarcely be told, because the canal business and the railroad business are mixed up together, and we carry for the same parties by both.

618. Cannot you state whether in such a concern as Messrs. Pickford's you are gaining or losing by your business?—I apprehend we are not losing, but we are gaining but little, but I cannot tell how much is got or lost by each description of business.

619. Can you state how much you pay for locomotive power?—I think the average falls in about the half between the 6*s.* and the 12*s.*

620. Would you take 8*s.*?—From 8*s.* to 9*s.*, I should think; but I am not speaking from calculation.

621. That would be about 32*s.* for the whole?—Yes.

622. Supposing 32*s.* to be that which is paid by Messrs. Pickford to the railway company for their expense, that leaves you on the aforesaid 45*s.*, 13*s.* for all other expenses?—Yes.

623. All those other expenses include the cartage in Birmingham, the loading in Birmingham, the cartage in London, and the expense of unloading and conveying to the destination?—From the railroad station first to our warehouses; then the goods must be reloaded and resent out; they allow no distribution of goods at the railroad station.

624. The 13*s.* is to cover those charges and the risk?—Yes, all such risk as belongs to carriers.

625. You take the risk entirely upon yourselves, and whether the railroad company is to blame or not, if any accident happens to the goods, you are liable to your customer, and must get a repayment if you can?—Yes.

626. Mr. *Loch.*] You never have made any calculation to see what actual profit that 13*s.* leaves you after all those expenses which have been alluded to have been deducted?—No.

627. When you were merely canal carriers did you make any calculation to know whether you could carry goods at a profit or not?—We could make no calculation respecting any particular goods, for there were goods going to different places at different costs and prices, and they were all mixed together, and we took the aggregate.

628. You must have some idea whether any portion of your trade was a losing trade or not?—Yes; it might not have been a losing trade, but the cost of doing the business, and the prices paid, have been continually varying.

629. Do you consider that the price you now charge your customers in London is a remunerating price or not?—I do not say we are carrying on a ruinous trade, but we are barely remunerated.

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630. Lord *Granville Somerset.*] Was not there a proposition made by some of the carriers in the Committee on the London and Birmingham Railway Bill, during the last Session, that a difference of 3*s.* only should be charged between the traffic up and the traffic down?—I believe that proposition was made by Robins & Company, that they should make no greater difference than that. I know that was objected to by other carriers; when they heard the nature of it, some specified 5*s.* to be the difference, and others left the proportion open to the company.

631. In consequence of that opposition on the part of other persons that proposition was dropped?—Yes.

632. Have Messrs. Robins any traffic with Birmingham direct, or do they want to send their goods further?—I think they wanted to send them further; I believe they had no establishment at Birmingham.

633. Did that affect the proposition?—Yes; I think Robins & Co. were suiting the difference to the longer-length goods; but it would operate upon all the Birmingham trade.

634. Looking at the traffic between London and Liverpool, would you say that having regard to that long trade, there should be less difference than between London and Birmingham between the up and down traffic?—The goods up and down between London and Liverpool come nearer the same price than those to and from London and Birmingham, for those heavy low-priced goods do not travel the whole length. Heavy groceries, tallow, &c. they import themselves; they do not get them from London.

635. That point of difference is not applicable as with the London and Birmingham Company?—Not so much applicable.

636. Mr. *Freshfield.*] Have you, from your accounts, ascertained whether the balance of the weighty goods is in favour of the up or the down traffic?—Generally, I think the total weight is in favour of the up; the balance will affect other carriers I think more than Pickford & Co.

637. You do not know whether, on the balance of the year, it is considerably in favour of the up traffic?—Yes, taking all the carriers together, I think it is.

638. If the balance is considerably against the up traffic, there will be a larger proportion of the 12*s.* to be added to the 23*s.* 4*d.*?—Yes; at the present moment our up traffic is preponderating; I cannot speak to the result for the year.

639. Should you say, as the result of last year's experience, that a larger quantity of traffic came up than went down?—I cannot speak to that, but if the Committee wish to have it, I can produce it another day; at present, I know it is preponderating upwards.

640. As you pay upon the larger quantity, and you pay 23*s.* 4*d.* upon the highest description of goods, if you pay 12*s.* upon the larger quantity, will a larger proportion of that quantity have to be added to the 23*s.* 4*d.*?—Yes, but I cannot answer as to how that has operated generally; we have had it both ways; I can furnish that account if necessary.

641. *Chairman.*] As far as Messrs. Pickford's business is concerned, has your carrying trade between London and Birmingham increased since the railway has been opened?—That I cannot particularly speak to; those are subjects which I am not prepared for answering, not expecting those questions would be put.

642. With regard to the loading and unloading the waggons, is that done by the company's servants or the servants of Messrs. Pickford?—The London and Birmingham Company do nothing but convey the trucks from one end of the railway to the other, and Messrs. Pickford & Co.'s servants unload them.

643. Have you your servants at the station at Euston-square to load and unload them?—Yes, at Camden-Town station.

644. And the same at Birmingham?—Yes.

645. With regard to the warehouses where you put away your goods, do the company provide you with covered houses in which to put your goods?—They compel us to remove the goods from Camden station to our own warehouses, from whence we have to redeliver them to the public.

646. Within what time do they compel you to remove them?—They fix a certain number of hours, but I do not think they enforce them; there is ample time; as the goods arrive at night, they are got away before the morning.

647. Mr.

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647. Mr. *Loch.*] Mr. Tibbetts mentioned that you are obliged to employ a greater number of carts and horses for collecting goods, than you did before the opening of the railway?—There must be a greater number employed for conveying the goods to and from Camden Town.

648. Formerly they came in a boat to the City Basin; now they are brought from the railway to your own warehouses, and then they must be recarted?—Yes.

649. Therefore it is more expensive for them to collect goods in London and to deliver them now, than it used to be?—The expense of carting goods from the railway station to our own warehouses, and from our warehouses to the railway station, may be called the additional expense.

Mr. *William Harnett,* called in; and further Examined.

Mr. *W. Harnett.*

650. Mr. *Loch.*] WHAT company do you belong to?—Morris, Herbert & Co., late Bache & Co.

651. You are carriers between London and Manchester?—Yes.

652. Latterly you have carried goods along the London and Birmingham Railway?—Yes.

653. Have you heard Mr. Tibbetts' evidence?—Very imperfectly, on account of deafness.

654. Does your firm carry to any other part of the kingdom than London and Manchester?—To Liverpool and Coventry.

655. To no other places?—To no other places by railroad; but we are canal carriers to other parts of the kingdom.

656. How long have you carried by railroad?—I think from January 1839.

657. Where is your establishment in London?—At the Camden station, Paddington, and Moor-lane, Fore-street, for the city.

658. You collect your goods in London, and deliver them to the railway company to be carried?—Yes.

659. You do that all with your own carts and horses, and men?—Yes.

660. Is it more expensive for you to collect the goods and deliver them, than it was before the railway was established?—We are required to have a greater strength, by reason of the uncertainty of it; by canal it was more certain; we never know until a short time before the arrival of the train what number of waggons we are likely to have; whereas we had intelligence before they arrived by canal, so that we could provide accordingly.

661. Are you obliged to keep more horses and carts for the purpose of conveying goods from the Camden Town station to your warehouses?—Yes.

662. What additional cost do you suppose those have amounted to?—I think we have increased our expenses fully one-third.

663. Have you covered that by an additional charge upon the public?—No; in fact it is not paying itself.

664. What is not paying itself?—Our establishment is more than equal to what we are getting by it.

665. If it does not pay you, why do you continue to send by railway?—In hopes of an improvement; that something will be decided as far as respects canals and railways.

666. What is to be decided?—We must have reduced rates.

667. Are the rates charged by the railway, in your opinion, more than you can afford to pay?—Coupled with the expenses.

668. Does the same observation hold as to the canals?—Our expenses are very great there, and owing to the competition, we are not clearing ourselves on that line.

669. Has the amount of goods carried increased since the railway was established?—Not so much as was supposed; there have been a few Irish and Glasgow goods, but not any considerable increase.

670. The down goods have not much increased?—No, not so much as was expected.

671. Do you mean, that the railway does not carry so many goods as was expected, or that the railway and the canal together do not carry so much as was expected?—The two do not carry so much as was expected.

672. Have the canals lowered their tonnages considerably since the railway was opened?—Not so much as was contemplated.

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673. But they have reduced them?—Yes.

674. Has that increased the amount of goods upon the canal?—No, I think not, as regards the up-goods; on the down-goods they may have increased.

675. Is there not a larger amount of tonnage carried on the Grand Junction Canal than there was before they lowered their tonnages?—No, I do not think there is; that may apply to the local trade, but I cannot speak to that.

676. Have you any observations to make upon the mode in which the London and Birmingham Company carries on its trade which affects you in your trade?—As respects Coventry, we are compelled to go on to Birmingham, and then cart the goods 17 miles back, before we can deliver at Coventry.

677. You are Coventry carriers?—Yes.

678. The company do not deliver your goods at Coventry, but carry them on to Birmingham?—Yes, and we have to carry them back to Coventry.

679. Have you represented against that mode of conducting the business?—Yes, we have done that frequently.

680. What answer did you receive?—That it is not their intention to open any of the stations at present; that they have not the means of doing it.

681. It is a temporary inconvenience?—Yes.

682. Have you been led to understand that they meant, when they are enabled, to have a station for goods at Coventry?—I have understood that nothing was decided at present.

683. Did you inquire whether that was likely to be done soon?—I inquired, and was informed that they could not say anything about this year or the next.

684. How lately have you made an application on this subject?—I think in October last.

685. Taking into consideration the expense of carrying the goods to Birmingham and carting them back to Coventry, does it cost you more than it would do to take them down by canal to Coventry?—No, it does not cost quite so much.

686. It is cheaper still, notwithstanding that inconvenience to send them to Birmingham and cart them back to Coventry, than to send them down by canal to Coventry?—No, the heavy goods.

687–8. The Grand Junction Canal Company have lowered the tolls on their canal, have they not?—Yes.

689. Has the Coventry canal done so?—(Mr. *Derham.*) There is no reduction in that, unless in going through to Manchester.

690. Has the Oxford canal reduced their tonnages?—They have reduced 20 per cent. on goods going through, but they have some small charges.

691. Does the Oxford canal receive a compensation tonnage on all goods going down, passing from the Grand Junction into the Oxford?—Yes, previous to this they charged a tonnage on all goods; whether the reduction extends to goods going to Coventry, I cannot say.

692. If you cannot speak to those facts how do you know which is the most expensive way of carrying the goods?—(Mr. *Harnett.*) I have not those particulars with me here; being the resident agent in London, the tonnage does not come under my province.

693. Is there any other fact you wish to state to the Committee, as to the carrying between London and Birmingham?—No, not between London and Birmingham.

694. Lord *Granville Somerset.*] Do you ever carry sugar for any parties to Birmingham?—We are not Birmingham carriers; we carry small quantities, but we do not profess to be Birmingham carriers, we have occasionally taken down hampers of wine.

695. Do you ever take down hampers of wine to Coventry?—Yes.

696. What is your charge from London to Birmingham for a hamper of wine?—2*s.* 3*d.* for a cwt.

697. What is your charge to Coventry?—The rates are so voluminous, I cannot speak to that without having our rates with me.

698. Is there any other class of goods you take to Coventry, also taken to Birmingham, the prices of which you can state?—For the heavy goods we charge to Coventry 2 *s.* a cwt.

699. What do you charge to Birmingham for the same class?—We do not profess to carry to Birmingham.

700. Are

700. Are there any goods you sometimes carry to Birmingham, and often carry to Coventry, the charges upon which you can state?—I should not wish to state them unless I had the rates here.—(Mr. *Tibbetts.*) The charge on goods sent by railroad to Birmingham, and from Birmingham to Coventry, is generally 10*s.* more.

701. What loss is the public sustaining by your being obliged to carry your goods to Birmingham and re-cart them to Coventry, that might be saved, provided there was a station at Coventry for you to put your goods there?—10*s.* a ton.

702. Owing to the present arrangement on goods travelling by railroad to Birmingham, and then having to be re-carted from Birmingham to Coventry, 10*s.* extra charge is incurred?—Yes, full that.

703. Have you ever made any calculation upon this subject?—If the charges are 18*s.* 8*d.* to Birmingham, 3*s.* less to Coventry would reduce that to 15*s.* 8*d.*

704. You take the 3*s.* difference as the pro ratâ difference of the distance, and therefore the difference in point of expense?—Yes; on our up-rate, from the 23*s.* 4*d.*, 3*s.* 9*d.* should be taken.

705. In addition to the 3*s.* which the railroad charges for that additional distance, you have to pay for the transit of the goods by the common cartage?—Yes.

706. That is to be added to the 3*s.* you have stated?—Yes; that would vary it from 10*s.* to 15*s.* per ton.

707. Still it is worth your while, and worth the while of the public, to send the goods by railroad to Birmingham, rather than by canal?—We do it to serve our connexions.

708. Do parties ever ask you whether you can afford to send them by canal cheaper than by railroad?—Our weight of goods from Coventry is by canal; but I refer to fancy articles.

709. Take the case of parties in London wishing to send their goods down to Coventry; have they ever inquired of you whether you could send them cheaper by canal than by railroad?—Yes.

710. You tell them that you can send them cheaper by canal?—Yes.

711. Do you find that the public avail themselves of that?—Yes, except in respect of goods which are lighter and are wanted immediately, then we are under great disadvantage by reason of the railroad company.

712. The public are aware of the economy which would ensue by sending their goods by canal rather than by railroad?—Yes.

713. Being aware of that they avail themselves of it to a large extent?—Yes.

714. Whenever there shall be a station at Coventry to enable you to unload your goods there, you will be enabled to send your goods cheaper by railroad than by canal?—Yes, I suppose we should be.

715. All that they have to complain of at present is, the inconvenience of the goods being sent to Birmingham first?—Yes.

716. Mr. *Loch.*] With respect to goods coming from Coventry to London, are they sent to Birmingham?—Yes.

717. Can you state the amount paid to the different canals between Birmingham and London?—I will furnish that account.

718. Lord *Granville Somerset.*] You have a business between London and Manchester, have you not?—Yes.

719. What arrangement have you made with the Birmingham Company as to the delivery of those goods to the Grand Junction Company?—They are generally taken by the Grand Junction from their own station along the London and Birmingham line.

720. In case of the Manchester goods, what has the London and Birmingham Railway Company to do for you for the sum they charge; from what point in London and to what point in Birmingham are they to convey your goods?—They convey them from Camden Town to Birmingham, but I cannot speak correctly as to that particular part.

721. Mr. *Loch.*] What is the average weight put upon one of the waggons on the London and Birmingham line?—Our general average weight is about 3 tons 10 cwt.

722. Is that the amount they can carry, or is that the average amount?—They will not, if they know it, admit more, but sometimes in the hurry of loading it exceeds that.

Mr. *W. Harnett.*

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723. Suppose you have only goods enough to put half that amount on a waggon, is any other carrier empowered to come and fill up the carriage?—They have lately issued orders that no one shall do that, but we are charged for 2 ton 10 cwt., and we may go on to 3 ton 10 cwt.

724. Are you enabled to send on 2 ton 10 cwt. from Birmingham without the interference of any other carrier to add to your load there?—They do not add to our load.

Mr. *Thomas Tibbetts*, called in; and further Examined.

Mr. *T. Tibbetts.*

725. Lord *Granville Somerset.*] CAN you state to the Committee at what period the Grand Junction Railway Company began to allow carriers to use their railroad?—I think in December 1838.

726. Were the railroad company at that time carriers?—Yes.

727. Are they still?—Yes.

728. Can you state the date of any agreement made by Messrs. Pickford with the railroad company?—Yes, the 17th of December 1838.

729. Have you any objection to state to the Committee the purport of that agreement?—Not the least.

[*The same was read as follows:*]

MEMORANDUM of Agreement for the Carriage of Goods on the Grand Junction Line between the Grand Junction Company and Thomas Pickford and Joseph Baxendale, composing the Firm of Pickford & Co. Dated 17 December 1838.

THE company to convey so many of Messrs. Pickford & Co.'s goods as they may have the means of forwarding with the customary despatch, between Manchester and Birmingham, at the same rates per ton as are charged to other senders of goods, according to the Table of Rates lately prepared; Messrs. Pickford & Co. not to charge their customers, either directly or indirectly, less than the regular rates specified in the said Table.

Messrs. Pickford & Co. to undertake the collecting, loading, and unloading of such goods, and their delivery in the Grand Junction Company's stations, and to provide sheets and ropes, the company finding them in quay-room and cranage, and furnishing only waggons and locomotive power.

The company are not to be responsible for the stowing of the goods on the waggons, or for their safe custody on the quays, wharfs or stations, or for any damage resulting wholly or partially from improper stowage, or for any injury or loss whatever, except such as may be sustained solely in consequence of collisions of trains, or the burning or breaking of waggons while in transitu. But the company will not be responsible for damage, whether of fire, wet, or otherwise, resulting wholly or partially from the sheets on the waggons being torn or ragged, or otherwise defective or insufficiently fastened. Messrs. Pickford & Co. to undertake, in respect of all the goods, all the risks and liabilities of the carrier, save as here expressly otherwise provided.

In consideration of the company allowing Messrs. Pickford & Co. to send one of their servants as a guard in charge of their waggons, it is agreed, that in case of the waggons, or any of them, being stopped on any part of the line by accident, or from other causes, Messrs. Pickford & Co.'s guard shall be responsible for the charge of any such waggons, and the company shall be relieved from any liability from pilferage, loss or otherwise, while the waggons are in the charge of the said guard.

In consideration of the aforesaid responsibilities undertaken by Messrs. Pickford & Co. the company agree to allow them a bonus of 20 per cent. upon the amount of their account for carriage, the amount of such account to be settled in cash (minus the bonus) on or before the last day of each month succeeding that in which the business has been done.

Messrs. Pickford & Co. will furnish the company with a weekly statement of the tonnage sent, and of the charge upon the same, according to the company's table; and, if required, will exhibit their invoices for the verification of this statement. They will also classify the return monthly, according to the different rates of toll chargeable (of which the company are required by Act of Parliament to keep an account).

The waggons may be weighed by the company, who also reserve to themselves the right of examining the contents of any waggon when it shall be deemed necessary, for the verification of the invoices. It being understood that the weight required to be sent daily from each end will be about 30 tons to 40 tons.

In case an unusual weight be required to be sent, Messrs. Pickford & Co. shall give at least a clear day's notice before hand, in order that an extra supply of waggons and of locomotive power may be provided by the company, who, however, are in no case to be bound to take more goods than they conveniently can, consistently with their passengers and other goods business.

The company will allow their waggons to go forward with Messrs. Pickford's goods to London, provided an equal number of waggons with their goods are sent on from London to Manchester by the London and Birmingham Company, in case the amount of traffic in these several directions shall be unequal, and they cannot furnish the waggons in place of those

those sent up, the company will be under the necessity, if in want of waggons, of stopping them at Birmingham, the unloading and reloading being undertaken in such a case by Pickford & Co.; Messrs. Pickford & Co. to be responsible for the return of, and for all damages to, the waggons sent on the London line, an account of which, and of the dates of their return, shall be transmitted weekly to this company's agent at Birmingham.

In case of the London company's waggons being injured on the Grand Junction line, the damage to be made good (as between the two companies) by the Grand Junction Company.

Messrs. Pickford & Co., to indemnify this company against all claims and demands by third parties in respect of the goods which are the subject of this agreement.

The arrangement above specified to be determinable by either party on giving three months' notice.

For the Grand Junction Railway Company,
J. R. Chorley, Treasurer.

730. You stated that at the time this agreement was made, the Grand Junction Company were also carriers?—Yes.

731. They continue so to be?—Yes.

732. By one portion of the agreement you have just read, it appears that you are prohibited from charging the public less than the company charge?—Yes.

733. Do you believe that in consequence of that, the public pay more than they otherwise would do?—If the railroad were open, it will depend upon what the carrier has to pay.

734. If the locomotive power, and the trucks and the tolls, were set at a low rate, of course you could afford to carry at a lower rate than you at present do?—It will altogether depend on the charge to be made to the carrier.

735. But even supposing you found that at the present rate of charge, you could afford to carry for the public at a lower rate than you now do, you are prohibited by this agreement?—Yes; altogether prohibited.

736. So that if they thought proper to make an enormous profit, still you must continue to do that under this agreement?—Yes.

737. With regard to small packages, how does the matter stand?—There was nothing in this agreement as to the small packages; we understood they were to be charged for by weight, we paying so much a ton for the goods we sent, whether large or small; but as soon as we began to carry out the agreement, they called upon us to declare those small parcels, as they called them, separately; a small parcel may be a cwt. and a quarter, according to the scale of rates, so that for every such parcel we have to pay the company 1*s.* 6*d.*

738. As carriers, do you think you could afford to carry those packages at a less rate, supposing you to be permitted to put them together, and to pay for them at the same rate as you do for heavier and larger goods?—I think we might.

739. Did you ever make that proposition to the company?—Yes; we have stated to them the effect that this requirement of theirs must have upon the public.

740. What was their reply?—I do not know whether I have the correspondence here: the substance of their reply was, that notwithstanding our remonstrance they would insist upon the charge.

741. What difference do you think you could make to the public, in respect of those small packages, supposing you were allowed to carry them under the general agreement, and not a special contract?—Taking Manchester and London, formerly by boat we charged those small packages at 1*s.* 6*d.* each from Manchester to London; we charged 2*s.* from Liverpool to London; at the present time if we have to pay them 1*s.* 6*d.*, to make such a rate as would pay we ought to have 3*s.*

742. How do you manage as between Birmingham and London, as to those parcels?—We pay them by weight.

743. Therefore there is this broad distinction, that on the Birmingham and Grand Junction you pay a separate rate for each, and on the London and Birmingham you are charged all by weight?—Yes; it has been endeavoured to get rid of that, by putting a number of the small packages into a box.

744. Do the company object to that?—Yes, they do; I have before me a letter from the Grand Junction Company, dated 21st September 1839:—"Messrs. Bache & Co.: Gentlemen,—My attention has been called by the agent for the merchandize department here, Mr. Comber, to the fact, that your declarations to and from London are frequently incorrect, the rates given for

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articles sent being in many cases lower than they ought to be, according to the agreement, which specifies that you shall in no instance charge below the company's table of rates. But it is reported to me that a practice still more improper, and one which I cannot regard as other than a most unjustifiable evasion, has been adopted by you, that, namely, of packing small articles together in returned cases, and in boxes made for the purpose, paying for such only by weight. I cannot suppose that this has your countenance, for it is nothing less than a fraud upon the company, which I am unwilling to believe is sanctioned by you. I have therefore to request, that you will instantly adopt means to prevent the possibility of any such practices being repeated, and to insure the accuracy of the declarations respecting which frequent representations have already been made to you; and I must observe, as these appear to have been too much neglected, that the company's Act prescribes a penalty of 40*s.* per package upon each article wrong declared, and that unless the irregularities above noticed are effectually checked, the penalty will be enforced in every instance. Your agent at Liverpool is aware of the inaccuracies complained of, and Mr. Comber, the company's agent here, will be prepared to substantiate the particulars above given, of the accuracy of which, however, your own documents will satisfy you."

745. It appears by that letter that the charge is established by a bye-law; do you understand that it is by a bye-law, or under their Act of Parliament?—I understand them to mean that it is under their Act of Parliament, but I do not see it there.

746. Can you produce the bye-law under which this charge is made?—I am not aware of any bye-law of theirs under which it is made.

747. Is this under a particular bye-law, or the general bye-law, which says there shall be 40*s.* penalty for an evasion of any tolls?—I cannot perceive that they have the power which they assume to have, by anything I have seen.—(Mr. *Derham.*) They may perhaps claim this under section 159 of the 3d & 4th William the Fourth.

748. (To Mr. *Tibbetts.*) In the agreement which you have laid before the Committee, the rates of charge are alluded to as being included in a schedule; have you that schedule here?—I have.

[*The Witness produced the same.*]

749. By the list of rates which you have put in, do you pay more for the goods going from Birmingham to Liverpool than from Liverpool to Birmingham?—No, the same; they apply equally each way.

750. Suppose you take a hogshead of sugar from Birmingham to Liverpool, what rate do you charge to the public?—The charge in the schedule is the rate we charge to the public; the carrier gets the 20 per cent.

751. Raw sugar is 1*s.* 3*d.* per cwt., or 25*s.* a ton?—Yes.

752. They carry a hogshead of sugar from Liverpool to Birmingham, and charge you 25*s.* for it?—Yes.

753. From that there is a deduction of 20 per cent., which is the amount of your allowance for profit, and also to support your outgoings of every description?—Yes, including risk.

754. Taking the charge which is made by the London and Birmingham Company for 112 miles at 32*s.*, which seems to be the average, and taking the charge of 25*s.* from Liverpool to Birmingham minus the 20 per cent., which pays the carrier best?—I think the London and Birmingham pays the best.

755. Although the rate is so much larger?—Yes.

756. You mean to say that 20 per cent. upon 25*s.* is not equal to the 13*s.* out of the 45*s.*, as far as profit goes?—Yes.

757. Does the Grand Junction Company afford you more accommodation in any way than the London and Birmingham do?—No.

758. The question refers to their taking the loading and unloading?—They take the loading at Manchester and Liverpool, and the unloading at those places, but not at Birmingham.

759. The expense of loading and unloading at Birmingham comes out of your profit?—Yes; and so it does at the other end, for we pay extra for it.

760. What do you consider the expense of your own charge is out of the 25*s.*?—It costs us more than we receive from the railway company.

761. What

761. What do you consider the loading and unloading is?—We pay the company 2*s.* 3*d.* per ton at Manchester; until recently they charged us 2*s.* 6*d.* per ton. We did this for ourselves some time; it cost us then not more than 1*s.* per ton.

762. That, in fact, reduces your profit by 2*s.* a ton?—It reduces our profit 2*s.* 3*d.* per ton at Manchester, and 2*s.* 6*d.* per ton at Liverpool, where they still make the latter charge.

763. You get 1*s.* 6*d.* out of every 5*s.* as your whole profit, to include risk and everything else?—When our own expenses for fetching in at Manchester, unloading and delivery at Birmingham are added, we have nothing left for risk or profit.

764. For every 25*s.* of charge you get 5*s.*?—Yes, on that article; but there are some articles are charged only 20*s.* a ton, and on those we get only 4*s.*

765. A hogshead of sugar would probably be the best article for you?—No; there are some articles higher, but it is a good average.

766. Out of that 5*s.*, which is to be your allowance, your profit would be 1*s.* 6*d.*, 3*s.* 6*d.* being to be paid for expenses at the two ends?—Yes. When the company's charge is paid for landing and unloading, and our expenses are added, we have no profit.

767. For that profit you undertake every risk?—Yes, we have every possible risk of the carrier.

768. You paying every month, and being paid whenever you can get it?—Yes.

769. Taking all that into account, though the London and Birmingham charge is higher, it is a better business for you than the communication between Birmingham and Liverpool?—Yes.

770. Mr. *Loch.*] What does it cost you to take the goods from the railroad station to the consignee at Liverpool or Manchester?—We do not do that at Liverpool; I believe there is a charge of 1½*d.* on a certain class of goods obtained at Manchester, but it is often the case that they are delivered without any charge at all. At Liverpool it is different, but till the railroad was opened the carriers had very little to do with the delivery, they were fetched away, the parties having notice, but I think, since the railway was established, the carriers have delivered more than they formerly did, and then they made a charge for it.

771. The half-crown at Liverpool and Manchester is for the business done for you in loading and unloading?—Yes, I do not know whether they are suffered to remain long in the warehouse.

772. At Liverpool the conveyance from the railway to the consignee's warehouse is at the expense of the consignee?—I think it is.

773. *Chairman.*] Do you employ your own carts in that case, or are there other carters employed to carry goods from the railway or canal to the consignee?—We employ our own at every place, and even Liverpool; but the custom was at Liverpool formerly for the town carters to do that, but still Pickford & Co. employed their own chiefly.

774. When you employ your own carts, the Committee may understand it is a profitable part of the business?—Not at all times; at certain places it is the custom to deliver without any charge at all.

775. Where you can employ your own carts, and charge the cartage, the Committee may consider that as a profitable part of the business?—I suppose it may cover the expense; it is a part of the charge made with the trade.

776. Lord *Granville Somerset.*] You charge the public precisely that put down in the table you have produced?—Yes.

777. On a hogshead of raw sugar you charge 25*s.*?—We did; it is now 22*s.* 6*d.*; it was 25*s.*

778. Since that the price has been reduced to 22*s.* 6*d.*?—Yes.

779. The 22*s.* 6*d.* is what the parties pay if they send for their goods?—In taking the sugars to Birmingham we deliver them to the consignee.

780. What do you suppose that costs you?—I cannot speak at all to the fact; it is altogether a matter, so far as I know anything of it, more of imagination than of fact.

781. Would 1*s.* cover that?—I think not; but it must be taken with reference to the employment of carts and waggons in the general business.

782. What other expenses besides the 1*s.*, would be to be paid by you?—The expenses of our establishment altogether, with clerks, carts, horses, porters, coverings of the goods, general expenses of business, risk of every sort, and the

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2*s.* 3*d.* per ton at Manchester, and 2*s.* 6*d.* at Liverpool, which we have to pay to the company for loading and unloading.

783. You would be liable for any damage, whether you might recover it from the railroad company at last or not?—Yes, except such as we are specially exempted from.

784. How much do you get out of this amount, to meet all those expenses?—After paying the company 2*s.* 3*d.* per ton at Manchester, we have only 1*s.* 9*d.* left on goods at 20*s.* per ton; 2*s.* 3*d.* at 22*s.* 6*d.*; and 2*s.* 9*d.* on goods at 25*s.* per ton, to meet our fetching in at Manchester, unloading and delivery at Birmingham, and all other expenses incidental to our business.

785. You stated to the Committee that you preferred the London and Birmingham traffic to the Liverpool and Birmingham upon the higher rate of 25*s.*, you would still more prefer it upon this rate of 22*s.* 6*d.*?—Yes.

Veneris, 21° *die Februarii*, 1840.

MEMBERS PRESENT.

Mr. H. Baring.	Mr. Loch.
Mr. Easthope.	Lord Seymour.
Mr. Freshfield.	Lord Granville Somerset.
Mr. Green.	Mr. Thornely.

LORD SEYMOUR IN THE CHAIR.

Mr. *Thomas Tibbetts*, called in; and further Examined.

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786. Lord *Granville Somerset.*]—IN your former evidence you stated that representations were made by Messrs. Pickford to the Grand Junction Company in regard to their wishing to convey small parcels collectively, and in that way to save expense?—Yes.

787. Does the London and Birmingham Company take the same view of the case, and enforce the same rules?—No.

788. What is the distinction between the London and Birmingham and the Grand Junction Company with regard to this particular conveyance?—The London and Birmingham Company charges by weight, the Grand Junction by the article.

789. So that you may send 50 cwt. of small parcels, and pay only by the aggregate weight, whereas by the Grand Junction you are obliged to send each as a separate parcel?—Yes, they will not allow our putting them together and sending them by weight.

790. Have you any observations to offer to the Committee with regard to the time of the train leaving Manchester as being convenient to you for the transaction of your business?—The time is too early in the evening for the accommodation of the carrier and the public also.

791. Why is it too early for the accommodation of the public?—It is the custom at Manchester to pack their goods late in the evening, and the carrier has then to collect the goods from the different warehouses as fast as they are packed, and take them to his boat or railway waggon, as he may propose to send them, and there is not time to do that at present.

792. What is the usual time of the Railway baggage-waggon leaving Manchester at this time?—The latest time that the carrier can make a delivery at the railway station is, I think, 7 o'clock; after that the door is closed.

793. Have you had any communication with the Grand Junction Company as to the inconvenience to which this subjects the public?—Yes.

794. What has been their explanation?—Their answer in the first instance was, that they would look into it and endeavour to alter it, but they have never made an alteration of the hours.

795. Is that point still under discussion?—We have not made an application lately; they have made it earlier rather than later.

796. In

796. In stating that this is inconvenient to the public, in consequence of the habit at Manchester to pack their goods late, is this the effect, that the goods, instead of going on the Monday evening, for instance, are put off until the following evening?—Yes, it must be, where they are not got to the station by seven o'clock.

797. So that, in fact, there is a loss of 24 hours?—Yes.

798. The habit at Manchester is so strongly to pack late you are likely frequently to have this delay of 24 hours?—On many goods I have no doubt it is likely. I cannot state the exact proportion.

799. Does this rule apply equally to their own baggage waggons as it does to yours?—Yes; I am not aware that they collect later than we are permitted to do.

800. On that point there is no inequality of favour shown?—I am not aware of any.

801. Has it ever been stated to you by the agents of the company that probably your goods would be left behind?—It is stated to the public; the company having bound us by the agreement which I put in the other day to carry on the same terms, they shortly after that told the public (I speak now of Birmingham) "some day Pickford's goods will be left behind."

802. You stated that the public were told at Birmingham; by whom were they so told?—By one of the servants of the Grand Junction Company.

803. In what way did he make that declaration, as a matter of pique, or was it in such a manner as to give general information?—In a general manner. It is the custom at Birmingham to send round to the trade to ascertain what goods they have to send, and the Grand Junction Company's youth took the opportunity of saying to the parties that some day their goods sent by Pickford's would be left behind.

804. At what period was it that that occurred?—In February 1839, soon after the agreement was made.

805. Was it to this effect, that if they sent their goods by Pickford and Co. their goods would be some day left behind?—Yes; we made a complaint on that to Mr. Eborall, the chief agent of the Grand Junction Company at Birmingham.

806. What was his reply?—I have a copy of it here, addressed to our agent at Birmingham, Mr. Howson:

"Dear Sir, Birmingham, 7 February 1839.

"I have made inquiry into the matter of complaint stated in your note of 4th instant, and cannot find that the boy has advanced anything further than that we should give a preference to our own goods, which is understood that we are to do, taking as many of yours with the customary dispatch as our means will admit of. This gives me an opportunity of remarking, that since the arrangement was entered into with Pickford and Co. to carry on this line, I have found some exertion necessary to preserve those connections and that business which this Company previously possessed from being taken away by Pickford and Co., which inconvenience was certainly not contemplated by the directors; and it will be scarcely fair for Pickford and Co. to require the commission agreed on for that business which they take from the regular connections of this establishment. The intention of the present arrangement was, that by a good understanding with Pickford and Co. this Company should obtain an addition to their own business, and not that it should be solicited from them by Pickford and Co. Messrs. Thornely and Son inform me that they have been offered by Pickford and Co. to have all their goods carried on the railway at 25*s.* all round. Three months' account and three months' bill, or usual discount, are the terms on which Messrs. Thornely & Co. settle their account. The first clause in the present agreement of Pickford & Co. with the Company is, that Pickford & Co. engage not to charge, directly or indirectly, their customers less than the list of rates established. Now, many of the goods sent by Thornely & Son we should charge at 30*s.* I noticed last night that you took Messrs. Kempson & Co.'s floor-cloth; Messrs. Kempson have hitherto been well satisfied with us, and sent their goods regularly by us, and not likely to move without a consideration. I mention these things with a view of bringing to your consideration the impolicy of your present proceedings, which, from the inconvenience they occasion, must necessarily put an end to the present arrangement. At the same time, by acting to the spirit of the agreement and assisting us to all carriage you can, which we could not have had otherwise, from Birmingham, as well as your London through carriage, it would be worth while to continue the present arrangement, as advantageous on all points; whereas now it is not so as regards Birmingham.

I am, &c
(signed) *S. Eborall.*

807. What did you understand by the statement, that your proceedings were impolitic?—Our trying to obtain business from parties whom he supposed

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posed to have been their connections, but who had been ours long before they were theirs.

808. They mention certain goods carried by you for Messrs. Thornley & Co. which had been formerly carried by the Grand Junction Company, as carriers?—Yes; Thornelys, in fact, were our customers before theirs commenced; but he means to suggest that we held out some inducement.

809. They say you charge 25*s.*, whereas they should have charged 30*s.*—Yes.

810. Do you infer that they wished to imply that you charged only 25*s.* for that for which they charge 30*s*?—Yes, that is what he means to say; but we could not do that under our agreement.

811. Will you state what you conceive to be the parts with reference to this charge, on the part of the Grand Junction Company, that you have taken 25*s.* as your price, while 30*s.* was theirs?—The party who called on Messrs. Thornely & Son has made a statement of what he did say to them; it is in these words: "About the beginning of the present month Thornely & Son, colour and varnish makers, sent a message by our porter, who was passing, that he wanted to see some one respecting our conveyances to Liverpool by the railway. I called myself, and saw Mr. Thornely, an elderly gentleman; he asked me what our charges were to Liverpool and Manchester by the railway; I told him our charges were exactly the same as the company charged, and we should be very happy to do his business. I then asked him if he did much London business; he added, they did some business, but they had for many years done it with G. R. Bird & Son; as their business might be shortly disposed of, he would, if so, give it to us; but having done business so long with them he would not like to leave them while they continued to do business. I then asked him for his Gainsborough business:" and so on. The object is to show that we did not offer different from the undertaking we had made with them to charge the same.

812. What was the foundation of this statement of the agent of the Grand Junction Company, that you were charging 25*s.* while they were charging 30*s.*?—I believe that they had no foundation for that, for the party to whom he refers is the very party who made this statement.

813. At all events the inference to be drawn is, that the Grand Junction Company were not willing to carry at the rates at which you were carrying?—As far as his observations go it appears so; but that was not the fact still.

814. If it was not the fact, either real or imagined, what was the object of this representation?—The company's agent probably had been misled; it might arise, perhaps, in this way: these persons were oil and colour manufacturers: this is a list they give us to charge by; the article might be paint, perhaps; and if they asked us the rate for paint, we should give 25*s.* a ton; the company might have some other article from them; perhaps a 30*s.* article.

815. In short, the letter of the agent compared things which did not agree?—That is very likely the case.

816. With regard to the three months' account and three months' bill; do you transact business on the same terms as the company?—There may be some difference, perhaps, between different carriers; we get cash as soon as we can, but there is no regular system.

817. Have you anything to state to the Committee, showing the positive advantage in the regular conveyance of goods given to their own carrying department over your carrying department?—Yes, after making this statement to the public by the youth who went round to the trade, they put an advertisement into the newspaper, the Birmingham Advertiser of the 14th of February, and other papers also.

818. Have the goodness to read that advertisement?—It is in these words: "Grand Junction Railway. The public are respectfully informed that with a view of affording accommodation as far as the company's means will admit, Messrs. Pickford and Co. and other carriers have been allowed to convey goods on this line. This arrangement is not intended to interfere with the company's own business as carriers, to which a preference is reserved.—S. Eborall."

819. Do you admit that any preference to the company's own goods was reserved by the agreement?—I have a doubt whether they have a right under that, but they proceeded to exercise it.

820. Was

820. Was it your understanding of the agreement that they had a preference?—No. Our understanding was, that our goods were to be forwarded at the same time with their own.

821. Have they acted contrary to this understanding, and given a preference to their own goods in any cases?—Yes.

822. State any cases?—I have a case, a very recent case, of the 6th of January 1840. The luggage train arrived at Warrington at 10 o'clock, P.M. with 19 trucks, and the Liverpool train arrived at the same place at half-past 11 with 25 trucks; they had to wait there for some trucks of the Grand Junction company's business of the road, business which the carriers do not interfere with.

823. Were there any trucks sent that day from Jockey Lane?—Yes, there were eight or nine.

824. Where is Jockey Lane?—In the neighbourhood of Warrington.

825. Were the two trains from Manchester and Liverpool obliged to wait for those eight or nine trucks from Jockey Lane?—Yes.

826. For how long a period were those former trucks allowed to wait for these trucks?—I am not clear as to how long they had to wait, but they could not start till three o'clock in the morning.

827. The Manchester goods which arrived at 10 o'clock, did not start again till three on the following morning?—No, they did not.

828. Was the locomotive power sufficient to move them on?—No.

829. Where were the London carriers' trucks placed upon the train before or behind?—First.

830. Did they belong to Messrs. Pickford & Co., Bache & Co., Robins & Co., and Kenworthy & Co.?—They did.

831. Were they left behind, or were they not?—They were left behind.

832. Were all the trucks of the company forwarded at the same time that they left the carriers, or were any of them detached?—There were two or three of the company's left behind by mistake.

833. How do you know they were left behind by mistake, and not by intention?—I have a report in my hand which was made by a party who was present at the time; he says, "There were also left four of the Company's for Stafford and Wolverhampton, but this was by accident in getting out the guards' truck, and Mr. Rievley was much enraged at it, and told the guards that he was master, and would be obeyed."

834. Who was Mr. Rievley?—He was manager of the company's concerns at Warrington, I believe. "It appears that they had remonstrated with him respecting the London goods, and stated that some were for shipping, and of great consequence."

835. How many trucks loaded with the company's goods went on upon that occasion, and how many of the carriers'?—There were 16 of the company's with pigs and 12 with goods; one of Pickford & Co.'s. loaded with Birmingham goods, and two of Kenworthy's, for London.

836. Was any reason given why this particular one of Pickford's and two of Kenworthy's were forwarded, and more than 20 left behind?—No; I am not aware of any.

837. Where were they left behind?—At Warrington.

838. When would those 20 trucks which were left behind reach their destination?—They were sent to Birmingham some time before the time of starting of the London train of the following day, but they were detained 24 hours in consequence; they probably were sent by one of their passenger trains, or by a special engine.

839. There was a delay in the arrival of those goods, by these 20 trucks being left behind, of 24 hours, in consequence of this arrangement?—Yes.

840. Has the habit of forwarding the goods of the Railway Company, and leaving your goods, had an injurious effect?—It must drive us off the road; we could not compete with a power of that description.

841. Can you state any cases showing the great disadvantage you laboured under in consequence of the detention of those trucks?—The parties in London have their goods by railway at an advance price of 9*d.* a cwt. over the canal; they order by railway such as they want delivered in the railway time, that is, the second morning.

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842. They do not send an order for the goods till the last possible moment, relying upon the transmission of them at a particular time to London for shipment, or whatever it may be?—Yes; I believe one of the gentlemen behind me will be able to show a particular case applying to this class of goods.

843. Have the Grand Junction Railway Company particular agents in London to receive the goods sent by their own conveyance?—Yes, they are not carriers through to London; they have a connection with another carrier, who goes from Birmingham to London, and who acts as their agent in London.

844. Have you any other case in which goods were left behind belonging to carriers?—There was another case happened on the 8th of January, two days after; the Manchester train arrived at Warrington at ten minutes past ten, and the Liverpool at half-past twelve.

845. How comes it that the Liverpool traffic is an hour and a half or nearly two hours after the Manchester at Warrington?—I do not know practically, but I apprehend it is from the more difficult position of the luggage train at Liverpool having to come under the tunnel.

846. In arguing the question of leaving Manchester rather later, have you not stated that you arrive always an hour and a half before the other train, and are in consequence detained at Warrington?—I do not remember that we have brought that before the company.

847. On this occasion, the Manchester train arrived at Warrington at ten minutes past ten, and the Liverpool at half-past twelve?—Yes.

848. At what time did that train leave Warrington?—About two o'clock the following morning, it got on about half a mile; it was then found that the four engines which were propelling it were not equal to the load, and they put back to Warrington.

849. Can you state how many trucks were attached to those four engines?—Forty-seven.

850. Can you state how many came from Liverpool, and how many from Manchester?—I have not information of this.

851. Can you state how many belonged to the private carriers, and how many to the Company, as carriers?—Yes; 26 trucks belonged to the Grand Junction and 21 to private individuals.

852. When it was found out that those four engines were not of sufficient power to draw the whole 47 trucks, which of the trucks were taken away?—The first eight were taken away.

853. Were those exclusively carriers' trucks?—Yes.

854. What sort of goods were in those?—London goods, except one truck, which was a Birmingham truck.

855. Were they of that description of goods, that dispatch was highly desirable for them?—Certainly.

856. Were the whole of the remainder, namely 39, conveyed on?—Yes, they were taken on.

857. Those 39 belonged to the Grand Junction Company?—Yes, the greater proportion.

858. How were they laden?—Ten with pigs, and 16 with goods.

859. Is it a great object to take on pigs immediately?—I am not aware.

860. They are not for the London market?—No, they go to Birmingham; they do not come to London.

861. Was there any reason given why those eight trucks were selected?—No.

862. In this case, seven of those eight were the first in the train?—Yes.

863. Therefore the first in their arrival at Warrington, probably?—It is reasonable to suppose that was the case.

864. Is it of still greater moment to be accurate in the arrival at Birmingham, for the London goods than for the Birmingham goods?—Yes.

865. In this case, seven out of the eight were loaded with London goods?—Yes.

866. Have any representations been made to the Grand Junction Company, with regard to either of these cases?—No, I think not; they have occurred only during the last month.

867. Were there any cases of a similar character in the course of the last 12 months?—I believe there were; as respects these particular cases, we were allowed the privilege of having guards upon them, and it was in consequence of that we became acquainted with the facts, and we did not think it prudent to

to interfere, fearing we should have no guards allowed to us if we made it known. Mr. *T. Tibbetts.* 21 February 1840.

868. Do you send advices when you send off parcels of goods?—We know when they start, and we make inquiry, but probably do not get at such facts as we have here.

869. Have guards been sent with the baggage-trains ever since the agreement was made with the company?—We have always had guards.

870. You cannot state, with regard to the last detention, whether any positive loss was sustained, or inconvenience to the parties?—There is no doubt of inconvenience being sustained; but I do not recollect that any particular representations have been made to us upon the subject of those particular goods.

Mr. *James Oldfield,* called in; and Examined.

871. Lord *Granville Somerset.*] HAVE the goodness to state to the Committee your occupation?—I am agent to Messrs. Kenworthy & Co. Mr. *J. Oldfield.*

872. Do they carry goods along the Grand Junction Railway?—They do.

873. Since when have they been so engaged?—Since May 1839.

874. What was the arrangement entered into between the Grand Junction Company and Messrs. Kenworthy & Co., in regard to the carriage of goods?—The agreement was generally the same as that entered into by the Grand Junction Company with Messrs. Pickford & Co.; but in one or two clauses a difference appears.

875. Have the goodness to state that difference?—I think it referred particularly to the carriage of small parcels.

876. Have you heard the evidence of the last witness, with regard to the detentions of the goods of private carriers, and the preference given by the Grand Junction Company to their own goods?—I have.

877. Have any instances occurred to Messrs. Kenworthy & Co., in consequence of the detention which has been described, of representations being made to them by the parties?—Representations were made by several parties on the subject of the detention of goods in one of the cases last January.

878. State the purport of those remonstrances?—There were several houses applied to us for their goods, and we stated that they had not arrived; they then said the delay was to them a matter of great consequence: we had one instance in particular, that of Mr. John Evans, a very extensive Manchester dealer, who said that upon a truck there was a pack of goods, containing samples, sample goods; that it was of the utmost importance to him that it should have arrived on the day it was due, in the regular course; and by the non-arrival, he was afraid he should lose the sale of 5,000 pieces of goods.

879. Was Mr. Evans carrying on business in London?—Yes; they were samples to be shown to a foreign merchant, or shippers of goods; if they, the merchants and shippers, cannot get their orders supplied immediately they apply to other houses.

880. Did Mr. Evans say anything more, or did other parties make representations?—There were several other parties made great complaints of the delay.

881. Did you ascertain whether any of the goods conveyed by the Grand Junction Company as carriers arrived in their proper time, instead of being detained as the carriers were?—I did not inquire into that.

882. Have you any other circumstances to mention with regard to delay?—We have in several instances found goods not arriving which ought to have arrived in London on Friday evenings; they have been delayed a day, and have not arrived until the Saturday evening; the vessels usually sailing weekly and on Sunday morning, they were too late for those vessels, and were consequently detained for a week longer.

883. In your experience in the carrying trade, can you state that it is a great object to the manufacturers as well as the merchants, to have their goods conveyed as speedily, and also as regularly as possible, between Manchester and London?—There is no doubt it is.

884. That delay is not merely inconvenient, but an absolute loss, both to the consignor and to the consignee?—Yes.

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885. Will you mention any instances in corroboration of that fact?—Yes; in several instances goods intended for shipment have been delayed in London a week, in consequence of trains not arriving in due course on Friday evenings; the vessels usually sailing, as I before observed, on Sunday morning, the Custom House charges or fees have in many instances been forfeited; the shippers make the clearances on the Saturday and pay the fees, and if the goods do not arrive in time on that day, they remain in their possession.

886. Mr. *Thornely.*] The fees have to be paid over again?—Yes, they have.

887. Lord *Granville Somerset.*] In your engagements as carriers, do parties look to you for a remuneration, if, through any negligence of the carriers, their goods do not arrive in proper time?—We have not ourselves had any claim made upon us for remuneration in consequence of such delays, but we run a great risk of losing our connexions by them.

888. Before the railway was opened, how were those goods conveyed from Manchester to London?—Principally by canals and caravans.

889. That involved greater delay, probably?—The time by the canals was longer, but by the caravans about the same.

890. The caravans kept their time regularly?—They did.

891. They did not delay the goods 24 hours?—I never heard an instance of it.

892. If they came by canal, the parties who arranged for their coming by canal, being aware of the time they took, made their arrangement accordingly?—They did so.

893. Were they in the habit of arriving very regularly by canal?—Very regularly, except in cases of frost.

894. That being a visitation of Providence, and not to be avoided, you did not feel yourself subject to any damage, or liable to lose your connexion in consequence?—No, certainly not.

895. If a railway company does not convey your goods with equal speed with their own, you must suffer?—It must drive us off the railway.

896. That you conceive will operate to create a complete monopoly on the part of the company?—There cannot be a doubt of it.

897. Mr. *Loch.*] What representations have you made to the company when goods did not arrive in time?—We have not made any representations to the company in London; but I have no doubt representations were made by our house in Manchester.

898. Have you received any account of the representations which were made, and the answers which were given?—I have not.

899. Was not it material you should ascertain the reason of their detention?—We did ascertain in the same manner as other carriers, by the guards giving an account of their detention.

900. Has there been any detention since those two cases in January, which have been referred to?—I think not, but they were of very frequent occurrence before; we stated to our London customers, when complaints were made, that the trucks had been left behind, and that seemed to be satisfactory to them.

901. Lord *Granville Somerset.*] Have you the same guard as Messrs. Pickford & Co., or a guard of your own?—A guard of our own.

902. At what time in the day or night do the goods generally arrive?—They generally arrive in the afternoon, from four o'clock in the afternoon to about seven or eight in the evening.

903. Have you advice sent you from the country by post whenever goods are sent off?—Yes.

904. When you receive that advice, and the goods do not arrive within their usual time, do you make any inquiry?—Yes; we send round to our customers on receiving that advice, to state that the goods will be forthcoming on the following morning, and we give our customers notice on these occasions.

905. They act upon that advice, in the confidence that the goods will arrive within an hour or two?—Yes, they do, and they pay the charges on receiving our advice.

906. They make preparations for the disposal of the goods, acting upon the faith of your intelligence?—They do.

907. Whenever goods do not arrive, do you not make application at the station?—

tion?—We make application at the station, and they state that the trucks have not arrived. Mr. *J. Oldfield.*

908. All the information they give you is, that the trucks have not arrived at Birmingham?—Yes; the first direct information we have is from our guard, who comes on the following day, and says where they have been delayed. 21 February 1840.

909. *Chairman.*] Now, you have stated the inconvenience that arises to your trade from the arrangements made by the railway company; what remedy would you suggest, or what remedy have you thought it possible may be provided for this inconvenience?—I do not know how to suggest a precise remedy; but I think we, as carriers, ought to be placed on the same footing as the railway company; that is, to have the advantages they have in the conveyance of goods.

910. You have not considered any mode in which this can be remedied?—Perhaps I should state, that with the London and Birmingham Company we have not met with anything of the same character.

911. That you attribute to the London and Birmingham Company not being carriers themselves?—I think that is a fair assumption.

912. Do you believe that if it were thought advisable to say that the railway company should not be carriers themselves, that would remedy all the inconveniences that now arise?—The London and Birmingham not being carriers, and similar evils not arising upon that line, one would be of opinion that would pretty well remedy it.

913. Do you think it would be fair to the company to say they shall not be carriers on their own railway?—Yes, I think it would, of goods.

914. Mr. *Freshfield.*] If those 47 trucks had belonged all to private carriers, and the railway company found they could not carry them all on, if they had turned out Messrs. Pickford's first eight, or any first eight, that would have had the same effect upon the remainder, whether the company were carriers or not?—Yes.

915. Lord *Granville Somerset.*] Have you had any communication with the Grand Junction Company on the subject of going to what they call road stations, between Liverpool and Birmingham?—We have not; we have been applied to by many of our customers to know whether we could carry to road stations between Manchester and Birmingham.

916. Do you conceive it would be an advantageous thing to the public, if private carriers were allowed to carry goods to intermediate stations between Liverpool and Birmingham; Wolverhampton, for instance?—We have been applied to about the carrying of goods from the Staffordshire Potteries, to know whether we had any conveyance; but we told the parties inquiring we had not; we do not profess to be Wolverhampton carriers.

Mr. *Thomas Tibbetts*, again called in; and further Examined.

917. Lord *Granville Somerset.*] HAVE Messrs. Pickford & Co. made any application to be carriers of goods between Liverpool and Birmingham?—Yes. Mr. *T. Tibbetts.*

918. Did you make application to the railway company upon the subject?—Yes, and I have this reply: "The company are ready to convey your goods to or from Warrington, Stafford, and Wolverhampton, upon the same terms as are offered to the public, the business at the stations being transacted by their own agents and servants. The directors are not therefore prepared to enter into any more special arrangements respecting these goods."

919. What is your objection to those terms which have been offered to you?—There is no profit to us; we should have to pay the same as the public themselves.

920. Mr. *Thornely.*] You would not receive the ordinary allowance of 20 per cent.?—No.

921. Looking to the public, whether it be desirable to them or not that you should be allowed to carry for them, would it be advantageous to you to convey them to the stations on the road?—Yes; and I think at some stations the public would have a considerable benefit; they would find that they would not have to pay so high a price to the carriers as they are now paying.

922. You think that having a close monopoly, they take advantage of it to raise their prices, or keep them high?—Yes.

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923. You think that if they carried for you on fair terms, you could afford to accommodate the public at a lower rate than that now charged?—I think so.

924. Not knowing their charges, you cannot speak more definitely to that point?—No, but I am aware of some circumstances which bear me out in the opinion I have expressed.

925. Parties living at the intermediate manufacturing towns and districts between Liverpool and Birmingham have a great deal of communication with London have they not?—Yes.

926. A great deal in sending goods?—Yes, from the Potteries particularly.

927. Are those goods entirely conveyed now by the Grand Junction Company?—They are conveyed by canal chiefly, but perhaps the trade there is more among gentlemen and noblemen, who have their seats on the line, in luggage. There is a great deal of consumption of groceries from London, and ironmongery and hardware from Birmingham.

928. You convey goods by the Birmingham and London Railway, and send on from Birmingham?—Yes; if we had goods for all those places we should take them by canal, probably as being most convenient; unless they were ordered to go by railway we should take them by our own boat, having no convenience for the delivery of them.

929. Take the case of goods sent by the railroad to Birmingham, and thence to be transmitted to any of those stations for the purpose of distribution over the country, how do you effect that object?—We can do that only by delivering to the Grand Junction Company.

930. Do they lose much time by stopping at the different stations?—I am not aware that they do.

931. You never heard that as a cause of delay?—No.

932. That question is asked with reference to the disinclination of the Birmingham and London Company to permit you to take goods to intermediate stations on that road?—I imagine it is not on account of the time that they refuse.

933. What would be the difference of time in the conveyance of goods to Wolverhampton by canal and by train?—Suppose they went by the luggage train from London on Monday, they would be at Wolverhampton, if sent on by the Grand Junction, probably on Wednesday; if they were sent by canal from London they might arrive by Thursday, in the afternoon.

934. Do they leave London at the same time on the Monday by canal as they do by railroad?—No, there the canal has the advantage; they would start on Monday night by the canal; the carrier takes them up to the station from the railway, they are loaded there during the night, and the luggage train starts on the following morning.

935. Mr. *Thornely.*] Would not those which were so loaded on Monday night reach Wolverhampton on Tuesday afternoon?—They could not reach Birmingham till Tuesday evening; and if the carrier had his own agency at Wolverhampton, so that he could send the truck forward, it would arrive on Tuesday, late at night, supposing the train went on; but as it is, the carrier has to transfer them to the Grand Junction Company; when they send them on I cannot say.

936. Lord *Granville Somerset.*] Has it ever happened to Messrs. Pickford to send on goods in this way by the Birmingham Railway Company, and then to transfer them?—We always take them by our own boat, unless specially ordered by railway.

937. *Chairman.*] You agree with the last witness, that the arrangements by the Grand Junction Company are inconvenient to your trade?—They are.

938. And that the arrangements made with the London and Birmingham are not inconvenient?—We do not find the same inconvenience.

939. Have you any complaint to make against the London and Birmingham Company, as far as your trade is concerned?—No.

940. Mr. *Loch.*] The inconvenience which you feel arises to you as carriers?—Yes.

941. What would you say would be the inconvenience, as to the public, provided the railroad should become the sole carriers?—I think the consequence to the public would be a considerable increase in price, as soon as they had the power to charge as they might see good.

942. What

942. What you mean to say is this, that as soon as they ran you off the road, you think they would immediately advance their price?—I think there is no doubt of that.

943. Mr. *Freshfield.*] Have you any competition with the company at this time?—We have.

944. Whether they raise or fall their prices, you must do the same?—Yes.

945. Mr. *Loch.*] At the present moment, according to the agreement, they will not permit you to lower your rates?—They will not, between Birmingham, Liverpool and Manchester.

946. *Chairman.*] As far as the public are concerned, between London and Birmingham, the public have gained by the greater speed of conveyance, and by the greater cheapness of conveyance?—Yes; the rates charged to the public are lower now than they were at the time the railway was opened.

947. As far as the London and Birmingham Railway goes, it has been convenient to the public?—Yes, as respects both price and speed.

948. Can you state, between Birmingham and Liverpool, and between Birmingham and Manchester, what is the comparative change which has taken place in the price of the conveyance of goods since the establishment of the railway?—I think the prices are lower there than when the railway was opened.

949. Then, as far as price is concerned, the public appear to have gained?—Yes; I think they are something lower between those places, arising from the competition between the canal and the railway.

950. What is complained of by the carriers on the railway is, that their goods are apt to be delayed, and there is not the punctuality which existed in former times?—Yes, the public feel inconvenience at present from these causes.

951. As long as the public prefer the railway company to convey thier goods, that evil does not arise?—I think it does; at present, the railway company are not sufficiently acquainted with the business to do the business as carriers can. I have known, since the Grand Junction Railway Company has had a connexion with a carrier in London, they have not been able to serve the trade in London as the carriers do; they have made a connexion with a carrier named Jolly, who was formerly a carrier from Birmingham to London *viâ* Oxford; and if the goods come to him by them, they have been delayed in his hands, from his not knowing how to manage it as the carriers who have been accustomed to this description of business do manage it.

952. The carriers complain to Parliament of the result of the railway arrangements as affecting their concerns, but have the public made any such complaint that they are inconvenienced?—The public, who have signed the petition, are the trading public on the various lines of railway, who complain that Parliament has placed in the hands of the companies a monopoly, and that they may take it into their own hands.

953. Mr. *Loch.*] What is the remedy you would suggest?—I cannot suggest any remedy as long as the railway company are carriers.

954. Do you think it would be possible for the railroad company and private carriers to carry on the same road, provided there were some superintending board which could enforce perfect equality between the two?—If it were possible to place the railway company on the same footing with the carriers; but while they have the power to run on the railroad without paying any toll at all, they may drive the carriers off.

955. Must they not, in their accounts, charge something for the toll which the private carrier would pay, which they lose in consequence of their being carriers on their own line?—I am not aware how they are situated in that respect.

956. Must they not make up the difference out of profits in that case?—Yes; they must make up the difference from profits of some description.

957. Your apprehension is this, that unless they are prevented from being carriers at all, the inconveniences you have complained of will still exist?—I do not see any effectual remedy while that is so.

958. Do you think any superintending board named by Government could enforce such regulations as would keep up an equality between the two sets of carriers?—I can hardly form an opinion how they could dothat, unless they could tie down the company, in the first instance, to pay this expense.

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959. Mr. *Loch.*] Your view is, that railways should be on the same footing as canals; that the carriers should pay a certain tonnage, and that the proprietors of the railways should also be in the same situation as the proprietors of canals, and should not carry at all?—Yes; and that is the view that Parliament has taken in making their Acts; they have supposed it would be a road of that description; I think all the clauses of the Acts will be found to be of that description.

960. There is nothing to prevent canal companies being carriers on their own lines, is there?—I am not aware of anything.

961. The Trent and Mersey are carriers on their own canal, are they not?—I believe they are, to a very limited extent.

962. They were carriers to a very considerable extent at one time, were they not?—I do not know.

963. Do you know anything of the Ayre and Calder Company?—I do not.

964. *Chairman.*] You have stated that the London and Birmingham Company do not carry goods at all on their railroad, but only goods connected with the passengers travelling on the line?—Yes, and they have their small parcel trade, which they do themselves.

965. They have kept the small parcel trade in their own hands?—Yes.

966. Do they not allow you to carry small parcels?—They endeavour to prevent our interfering with that part of the business.

967. How have they endeavoured to prevent your interfering with that part of the business?—I am not aware of anything beyond general understanding with the carriers that they do not interfere with those parcels called coach parcels.

968. Mr. *H. Baring.*] Small parcels sometimes comprise very large parcels, do they not?—Yes.

969. Mr. *Freshfield.*] What do you call small parcels?—The Act says five hundred weight, but I have known them take a puncheon of spirits.

970. Mr. *Loch.*] As to the convenience or inconvenience the public will suffer when the railway system extends further than it does at present, as to whether the private carrier or the company be the most beneficial, supposing that the railroad is opened from hence to Derby, and from Derby to Leeds, and from Leeds to York, and from thence to Newcastle, if you take up goods in London, and contract to deliver them at Newcastle, the person in London has only to look to you for the safe delivery at Newcastle; whereas, if they are delivered to the railroad company in London, will not the consignor of the goods have to look to each of the railway companies in the line, and will he not thereby suffer great inconvenience, and perhaps loss?—Yes; I do not see how he is to obtain the information in any way.

971. Mr. *Freshfield.*] Are you precluded from carrying what are termed small parcels under five hundred weight?—No.

972. Suppose a gentleman had to send game from the country, say a hundred weight a day, are there any means by which he could send it by Messrs. Pickford?—If it were one hundred weight a day, we should look at it as merchandize, and consider that we were quite at liberty to make an agreement for it; but for a small quantity, such as usually comes, we should object to take it in, knowing the company have kept that to themselves, though not under a written agreement.

973. What would you charge for a hundred weight of game from Wolverhampton or Birmingham?—Probably 4*s.* a hundred weight.

974. Do you know that the Birmingham Company's charge is 2 *d.* a pound?—No; I know that they charge 1 *d.* a pound generally by their trains.

975. *Chairman.*] Have you any other suggestions to make for the removal of the grievances of which you complain?—I am not aware of any other at the present time: we called up our agent from Liverpool the other day to state the practice of the company at Liverpool, and he is present.

Mr. *Thomas Landor,* called in; and Examined.

Mr. *T. Landor.*

976. Lord *Granville Somerset.*] YOU are agent for Messrs. Pickford & Co. at Liverpool?—I am.

977. How long have you been so?—About a year and a half.

978. That was before the time that they began to carry by railroad?—Yes.

979. Will

979. Will you state what is the course of trade in collecting the goods to be sent by railroad?—The senders generally deliver their goods themselves at the railway warehouse.

980. Are you, as agent of Messrs. Pickford, in the habit of being at the warehouse to receive them?—I send clerks there to receive them, and I superintend myself and call very often.

981. You and your clerks are there to receive those goods when they are sent?—Yes; but the company profess to do our business, and charge us half-a-crown for doing it for us.

982. That half-a-crown is in excess of that which they charge for the conveyance of the goods?—Yes.

983. They charge at this time 22*s.* 6*d.* a ton, do they not?—Yes; on raw sugars for instance.

984. On that there is a drawback of 20 per cent.?—Yes.

985. In addition to that 22*s.* 6*d.* they charge half-a-crown for what they do for you?—Yes, they do.

986. Then you charge your customers at Birmingham 25*s.*?—No; 22*s.* 6*d.*

987. The half-a-crown is taken out of the 20 per cent.?—Yes.

988. What takes place when they arrive at Birmingham?—I do not know. I cannot speak to the practice at Birmingham. We find great inconvenience from their doing our business, and that we are not put on an equality with them.

989. Will you explain to the Committee in what way their doing the collecting business of the carriers at Liverpool is inconvenient to manufacturers or tradesmen, or to yourselves?—The system in Liverpool is, that in bringing in the goods they should bring what is called a delivery-note, which has the address upon it, and is signed by the person delivering it, that the carrier may have to show that he has the goods and has sent them properly; they have one kind of delivery-note and we have another. This is a copy of the note they send to the persons, headed "Railway," and we have another with "Pickford and the Railway;" but goods are sometimes sent in to those places without our name upon the delivery note. Even though they should be directed and ordered in the direction, by "Pickford & Company," they, the Grand Junction Company, would make out a note of this kind and take the goods themselves.

990. Do you mean to say that if a merchant wished to send a hogshead of sugar by Pickford & Company the note he sent would be altered by them?—The public are not aware that there is a difference between one and the other; they suppose if they send by the Railway they are sending by Pickford, and they do not specify particularly Pickford & Company upon it; and it very often happens that the parcel which they forward to the office has no note with it, but merely a package directed to a person; and if it is not so particularly directed "by Pickford & Company," they will make out a note of it as a delivery to the Railway Company.

991. Owing to their warehousing your goods with the goods sent by themselves as carriers, a great number of parcels and packages which would go by you, if you had a separate warehouse, are sent by them as carriers?—Yes, I have no doubt of it.

992. In what respect is that inconvenient to the public?—The public cannot select their own carrier.

993. There is nothing to prevent any merchants at Liverpool saying that they wish their goods to go by Pickford & Company?—But it is not understood, and they omit doing it in consequence of that.

994. Is there any disadvantage to the public; supposing the public were well informed of the fact, would not the goods of the public be carried just as well by the Grand Junction Company in the capacity of carriers, as by Messrs. Pickford and Company in their capacity of carriers, between Birmingham and London?—I think there are many cases where, if it were merely between Liverpool and Birmingham, perhaps there might not be much difference between the two; but very frequently the goods are going further; to Nottingham, and so on.

995. Your objection is, in fact, as to those goods which are going on to the other places?—Yes, those are our principal objections; as carriers we object to the unfair advantage they take over us.

996. You consider it an unfair advantage that they should have the benefit of all those mistakes?—Yes. I hold in my hand a paper as to one mistake, which

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which occurred last week. A forwarding agent received a package, I believe from Scotland; it was directed particularly, "by Messrs. Pickford & Co., by Railway." The forwarding agent sent it up with the direction upon it, without one of the notes. The porter who brought it was asked, "Have you no note?" He said he had not. They said they could not take it without. "Then," he said, "make out a note, and I will sign it." They made out a note, striking out the name of Pickford & Co. My clerk saw the package, directed "by Pickford & Co." When the time came, he said, "Where is my package?" "Oh, it is not for you." But here is the very direction, and this is a letter from Nottingham, wherein the parties complain of the goods not having been sent by their own carrier.

[*The direction was read as follows:*]

"Steam to L'pool, thence ~~by Pickford and Co.~~

6 February 1840.

John Coulthard,
Sneinton,
Nottingham.

Care

J. Crawford & Co.
Liverpool."

997. You had a representation from the consignee at Nottingham, complaining of their not being received by the proper carrier?—Yes.

998. Have the goodness to read the letter?—It is dated Nottingham, Feb. 19, 1840. "The truss on which the enclosed direction came, was brought from Liverpool by rail by Deacon & Co., although it evidently has been directed by Pickford & Co. Mr. Coulthard (as well as all the other Scotchmen) order all their goods by our conveyance, and is very much vexed at Deacon & Co. having the truss above stated. Mr. Coulthard wants to know why Messrs. Crawford & Co. delivered this to Deacon & Co. contrary to the direction, and requests that this may not be the case again. We shall be glad to hear the result of your inquiry about this."

999. Can you point out from that letter in what way the Grand Junction Company conveyed that particular package from Liverpool to Nottingham?—I cannot state in what way they did it, but I was perfectly aware of this before I received the letter, because I knew the case as it happened in Liverpool.

1000. By what conveyance would you, as agent for Messrs. Pickford, have sent to Nottingham?—We should have conveyed it by railway the whole way.

1001. Mr. *Loch.*] There are the Grand Junction, the London and Birmingham, the Derby Junction, and the Midland Counties?—Yes.

1002. There are four railways you have to deal with between the two places?—Yes.

1003. Lord *Granville Somerset.*] In case of this package having been lost or damaged, the parties interested in it would have had, under the circumstances of the present transmission of the package, to look to four different parties for redress?—Yes.

1004. Whereas if it went under Messrs. Pickford's responsibility, against them only could any action have been brought?—Yes, that is the difference to the public; we have had other instances within the last fortnight. The day before that came there were three different packages from Scotland, or Ireland, delivered by one forwarding agent; he gave them to the porter, a public porter, to whom he paid so much for taking them to the warehouse, and he gave a delivering note also to the man, in the name of Pickford & Co.; when the man came, they said, "You have no notes for those other two packages;" "Well," said the man, "make me one, and I will sign it;" they made out two notes for those packages, but they did not insert Pickford & Co. in the note; my clerk immediately informed me, but Mr. Comber, the agent of the Grand Junction Company, would not give them up to Pickford & Co.; he referred to the notes, and he said, "The delivery-note does not say by you, and we shall take them."

1005. There was one delivery note for three packages?—There was only one delivery-note for one package, but the name of Pickford & Co. was in full on each package.

1006. Where

1006. Where were those packages going?—One to Nottingham, another to Thetford, and another to Bury St. Edmunds.

1007. The same observation applies to these as to Mr. Coulthard's case, that those parties would have to look to a number of different persons for redress, in case of injury, whereas they might otherwise have looked only to you?—Yes, in one of the cases, but not in every one: we should have been obliged to take one other carrier for two of the packages; we have another kind of delivery-note of this kind (*producing it*); a man brings a book, he gives this note, a direction for a truss of goods, to be signed, which he tears out; it often happens that "Pickford & Co." is not repeated again, then they have the power of taking those goods; that is the only thing they have to show, the other part is taken back in the book.

1008. Mr. *Loch.*] In that case, if the consignor's clerk were to use sufficient diligence, that would be remedied?—Yes; but that is a very frequent mistake.

1009. Mr. *Thornely.*] Do you mean to say that the Grand Junction Company insist on being the carriers of the goods, though "Pickford & Co." was marked in the direction of the packages?—Yes, if the man does not bring also a delivery-note with him, with Pickford & Co's name upon it; sometimes the note is made out without the name.

1010. Who is the man?—The porter who brought them in; he had one note for one package, and no note for the two others; they wanted two other notes, and they made out a note of their own; my clerk sent for Mr. Comber, and he said, on seeing them, "There is no note for them, and therefore we shall take them."

1011. *Chairman.*] Was it required that there should be a note for each package?—It is the regular course, on each package separately specified in one note.

1012. Mr. *Loch.*] Is that by the regular course of trade, or is it by their bye-law?—If a man does not send a note for goods going by the canal, we make out one for him.

1013. *Chairman.*] It was regular for the company to have a note made out?—Yes; but they do not go by the direction, they send when they have our name upon the goods; it is similar to the case I have already adverted to, where not knowing that we had seen the name struck out, they sent the goods. I have another case with regard to the delivery of goods. A house (Jan. 24), Davenport & Son, had sent by us a quantity of goods a few days before by canal, but there was one particular package left behind; they wished it to be in time in London by the first train; it happened to be the dinner hour; our clerks were not there; and when the porter of Mr. Davenport gave in this package, he was very anxious that it should go that night, and said he hoped it would; the company's porter, named Stubbs, said, "If it goes by the company, it will be sure to go, but perhaps not by Pickford & Co."

1014. How long ago did that take place?—About a fortnight since, 24th January: he said, "Why not?" "Why they may not have a full load." We had at that time a full load in the warehouse. The man was so anxious about it, that he came immediately to me, to ask me whether it would be quite certain to go; I told him it would be as sure to go as if it went by the company themselves.

1015. When you said it would be as sure to go as if it went by the company themselves, had you never had any experience of any of your trucks being left behind, while the company's went on?—We do not know of those things in Liverpool; they go to London. What I meant was, that we were sure to make up a load.

1016. You do not regard the extra cost of sending up a small load; you always send them on?—We always happen to have a load enough. I am not aware that we have been put to the extremity of sending a half load instead of a whole one; but I know it has been the case with other carriers, that more than half a load has been left from their not having enough; and the Grand Junction Company, who could have made out the load themselves, would not do it; they would not mix their goods with those of carriers on the Grand Junction.

1017. Are you aware that the agreement with the Grand Junction Company is, that you are to pay for 50 cwt., whether you have that amount or not?—Certainly.

1018. That being your minimum, you still do not object to sending goods

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for your customers, though you pay so much more when you have not a complete load?—I do not say that if we had only 10 cwt. we should not keep them over till the next day; but where there were 45 cwt., perhaps we should rather send some canal goods than detain our customers' goods, perhaps paying a little more for them.

1019. Will you state to the Committee what is the custom with regard to the goods received from Birmingham or London at Liverpool, as to the warehousing or distribution?—The custom is, that we pay them also half-a-crown to do it for us, and get them as quickly as we can to the station to unload them; but however long or short they lie there, they say they are not answerable.

1020. They unload them from the trains in their own warehouses?—Yes, or into our carts, and then we distribute them, or else we give notice in Liverpool. Many of the goods are delivered by notice. The shippers have generally waggons and horses of their own, and they would deliver them themselves.

1021. You have the same power of delivery?—Yes; we deliver all that do not require a notice from us.

1022. Do you receive a notice from parties that they will come and fetch them?—No; we know the parties who will, and we send them a notice on their arrival.

1023. What charge do you make for the notice or the delivery?—We make no charge for the notice; the only charges set down are Liverpool cartage at so much a length or so much a hundred yards, as regulated by the corporation of Liverpool.

1024. You make a regular charge whenever you deliver the goods?—Yes.

1025. The 2*s.* 6*d.* is simply for the unloading and taking care of them in the warehouse till your removing them?—Yes.

1026. Without regard to liability on your part, which commences from the moment they are off the truck?—As they say.

1027. Suppose a case where a package of goods, conveyed by Messrs. Pickford, was burnt six hours after the arrival of the train, should you be liable for the loss?—I cannot say.

1028. On whom would that loss fall?—I do not know.

1029. You would be liable to the parties immediately; do you conceive that the company would be liable to you?—I cannot speak definitely to their liability.

1030. Have you had any experience of actions by which the period of that liability has been in any degree ascertained?—I have not. There is another point with regard to their charge of loading which we find very objectionable; and that is, that they insist on not being responsible, however negligently they may load the goods; and in two instances within the last month we had oil loaded on linens, and they have been damaged; they insist on no liability but for "gross neglect." Now "gross neglect" it would be very difficult to prove, but we can prove many instances where very improper loading has taken place.

1031. *Chairman.*] Do they insist that their servants shall load the waggons?—Yes.

1032. And yet that they are not responsible for their servants?—They say not; I have a note to that effect, dated Liverpool, 7th February 1840: "Messrs. Pickford & Co., per Mr. T. Landor, Duke's Dock.—Dear Sirs; In reply to your note of to-day, it does not follow because Mr. Landor says you will hold the company liable for this and all future damages, that they are so; and, in fact, I now most distinctly say, that neither the Grand Junction Company or the Liverpool and Manchester Company will be held responsible for damages done by what may be called bad stowage. The Liverpool and Manchester Company engage to do the best they can, but by their agreement are not to be held liable for accidents arising from supposed bad stowage, unless wilful or gross neglect can be proved. In this case, your people who superinted the loading of this waggon gave orders that nothing was to be stowed upon this oil, which of course implied that it must be stowed on the top of the load; besides, if you refer to your bill-heads, I think you have a notice that persons sending goods liable by leakage or otherwise to damage other goods will be held liable for damage so done." Signed by Mr. Comber.

1033. In the case of those linens being spoiled by the oil being so packed, did the parties come upon you for any damage?—They have given us notice that they shall do so, but they have not yet ascertained the damage.

1034. How

1034. How long ago did this damage take place?—One instance was on the 11th of January, another was more recent.

1035. Are you aware whether Messrs. Pickford & Co. have any intention of trying to get redress from the Grand Junction Company, supposing the parties whose linens were damaged come upon them for the damage?—I do not know.

1036. Does this sort of carelessness on the part of the servants of the Grand Junction Railway Company interfere with the benefit you may hope to get by carrying?—Certainly.

1037. Are you aware whether the same parties pack the goods sent by the company as pack your goods?—Yes, I think they are all the same porters; they always give the preference to their own. If they are busy, they will not load our trucks till all their own are loaded; and the consequence is, persons bring in their goods very near the last moment; if ours are not packed they must stay behind.

1038. At what time does the luggage-train leave Liverpool?—They close the door at four o'clock; they will not receive anything after that, to go that night; they leave at seven.

1039. Is it then drawn up the inclined plane?—Yes, it is drawn up the inclined plane at seven.

1040. The moment it has got to the top of the tunnel, does it start?—Yes; perhaps there might be trucks going up at different hours; when they are all collected they start.

1041. Supposing you sent the goods at 10 o'clock in the morning, would those goods be put in the truck first sent up?—If we have full loads, such as we should think proper to put on the truck, they would be loaded, and early, and sent up in the course of the day.

1042. Would they stand first in the train?—I should apprehend they would.

1043. Supposing goods which they wish to carry come in afterwards, would it be so?—They have the power to put them one before another, though it has been standing on the vacant lines some hours.

1044. Do your's generally go first in the train, or do they put them in the rear?—We never see them, and I cannot speak to that fact.

1045. Have not you a guard?—Yes, but he makes his report at this end of the journey.

1046. Can you state any circumstances relating to the delay of the Manchester trucks on the 6th and 8th of January, in which cases they were later than the Manchester trucks?—I cannot; they are long sometimes in going up the plane.

1047. Have you any observations to offer to the Committee, with regard to the want of accommodation in the warehouses of the Grand Junction Company at Liverpool?—About eight or nine months back, I applied to Mr. Comber for offices, and for arrangements for our business, without interfering with theirs; they refused to give us a separate office, but they partitioned off, at the end of the warehouse, a slip of offices, in which their clerk sits at the door, and has a window that he can see every one coming in; ours is blocked up, the lower panes, and we are not able to answer any inquiry that comes before us: if a person comes to inquire for the rates, they will not allow us to say, "Do you mean to send by Pickford & Co.?" they will answer it themselves, and sometimes when they are inquiring for Pickford & Co.: they put four or five carriers in a slip the size of the end this room, and very narrow, in which four carriers have their offices, but we are turning our backs upon them, and the lower part of the windows blocked up so that they cannot communicate with us.

1048. Have you not a right to have the name of Pickford & Co. put up?—I tried that; I had it put over the place where my clerk was, and Mr. Comber ordered it down again.

1049. Did the others attempt it?—No, it was given up as impossible.

1050. Is it your habit to keep a clerk there constantly?—We feel that we are obliged to do it, for our business; but I am confident that a great portion of the things that they carry are intended for Pickford & Co.

1051. Is that office chargeable to you in the general way?—This part of our office is not charged; but they proposed to charge us 15*l.* a year for a little room, which I consented to pay; but they went back from that, and give us only this, which they do not charge us for; that is very different from canals, where they give us offices for nothing.

1052. Are the canal companies carriers?—No, not those that we have anything to do with.

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1053. Do they give every person who chooses to pay them a regular sum an office, on which he may stick up his name?—Yes, and they give every accommodation for our business; in Liverpool the carriers are not charged for an office.

1054. *Chairman.*] Do you think every carrier is entitled to demand offices to be provided by the railway companies?—We did not ask them; we were willing to pay.

1055. Do you think that upon your paying, they should be obliged to find them?—We are ready to build them if they will give us the ground for it; the ground is all taken up. The railway never can be free as a canal, because even if they professed to be free they have only one time of passing out in the evening, and one mode of getting to it. They might at any time put such a check upon us as to prevent equality between themselves and others; there can be no equality while they are carriers.

1056. If they are bound to find you a counting-house at Liverpool, are they not equally so at every station?—They are not bound to find us an office, but they do at the canals, or we build them ourselves.

1057. So that, if your trade increases, your complaint will be equally as great if they do not find you an office at every station between Liverpool and Birmingham, on the ground that it has become essential to your trade to have it?—If they make the railroad free we must have offices certainly, at every place where it is necessary.

1058. Do you think that a fair thing to ask of a railway company?—I think that, except at such a terminus as the Liverpool or Manchester, where ground is not to be had, we could always find it without applying to them for it. I think that could be done in London.

1059. Mr. *Easthope.*] Would you think it reasonable, under all the circumstances in which railways are placed, that the railroad proprietors should find offices for carriers?—I think it would be to their interest to do it.

1060. Suppose they thought it was not for their interest, would you then think it reasonable that they should be required to do it?—In the case which I have named it is not to their interest, because they are taking a particular advantage over us.

1061. If they, being the judges of their own interest, thought it was not for their interest, would you think it reasonable that they should be required to do it?—That is rather a difficult question, because it involves the accommodation for the public. I think it would be reasonable.

1062. Mr. *Freshfield.*] Is it your opinion that they do not do it because of it interfering with their carrying trade?—Certainly, they do not do it, that they may get our customers.

1063. *Chairman.*] In fact it is an indirect way of getting your custom?—Yes.

1064. Mr. *Easthope.*] Do you mean to say that your clerk at the station regularly at Liverpool, is not enabled to get possession of goods sent to the Liverpool station, with a direction upon the package to be forwarded by Pickford & Co.?—He cannot, unless there is a forwarding note with Pickford & Co.'s name upon that also; if the consignor were an inhabitant of Liverpool, and we had time to do it, and could get an order, we should do it, but in the mean time the goods are loaded and sent off as their goods. There is another instance in which the inconvenience of the offices was very strongly shown, as I have described them; they are all one office, their own clerk occupying the door and window at the entrance for inquiry; early one morning, between eight and nine, while the clerks were at breakfast, there was one of their porters in this office, named Williams, a house in Liverpool sent to inquire particularly the rates of Pickford & Co. for elephants' teeth.

1065. What house was that?—Hollingshead & Tetley; he was particularly directed to ask for Pickford & Co.; the man went to their office and said, "Is this Pickford & Co.'s office?" the answer was, "Yes," and so it was theirs, with others; the man said immediately, "What is the rate for elephants' teeth?" "Oh," said the porter, "come with me and I will tell you;" he took him to the carrying agent of the Grand Junction Company, and got his rate and gave him one of those notes, saying, "If you fill up this note and send the five tons of elephants' teeth, they shall go," and in consequence of that we lost them.

1066. How did that come to your knowledge?—We knew the elephants' teeth that came to Forbes & Co. were intended for us; I applied to Mr. Hollingshead, and he said he had sent up the porter, and he gave a clear account of the matter.

1067. Did

1067. Did the man state the circumstances to you?—He did, on my making inquiry of his employers, and they were very much hurt at the circumstance having happened. Mr. *T. Landor.* 21 February 1840.

1068. What was the date of that?—I believe the date was the 24th of December last.

Mr. *William Harnett*, called in; and Examined.

1069. *Chairman.*] HAVE you any facts to state with respect to the delay of goods?—Yes; on the 2d of September last some goods were delayed in their way from Manchester to London; they did not reach Birmingham in time for the train that left Birmingham on the 3d; on complaining to the Company, this letter was addressed to Mr. Morris, of the firm of Morris, Herbert & Co., late Bache & Co., Manchester. *Mr. W. Harnett.*

Gentlemen, 7th September 1839.

I have to acknowledge the receipt of your letter of the 5th instant, complaining of the irregularity of the goods trains from Manchester, and more particularly on Tuesday last, when the train did not reach Birmingham until after the departure of the London and Birmingham train. I beg in reply to remind you that the Grand Junction Company in their agreement with you do not engage to deliver your goods within any fixed time, and although every exertion is made to attain regularity in the arrival of the trains, it is impossible to ensure it, unless we could be ensured against accidents to machinery, such as occurred to the engine between Manchester and Warrington, on the 2d instant, the detentions arising from which are even more prejudicial to this company than to yourselves; and however I may regret the unavoidable delay on this and other occasions, the Returns in my office will not allow me to admit their frequency, as stated in your letter.

I am, &c.
E. J. Cleather.

1070. That was a case in which the whole train was delayed?—Yes.

1071. Not a case in which a preference was shown to their own waggons in comparison with yours?—No.

1072. You advance that case merely to show that they do not consider themselves responsible for delivering the goods within a stated time?—Yes.

1073. Are you responsible to your customers for the delivery within a stated time?—No, for we plead that as the cause.

1074. In short, you do not suffer here because the Railway does not hold itself responsible?—No.

1075. You do not suffer by it yourselves?—Yes, because it is the cause of Glasgow goods going round by the coast, instead of by the Railroad; there is a great competition between the Glasgow trade, *via* Liverpool and *via* Leith, therefore those delays are very serious to the trade; many times it has arisen from their not having engines equal to the work.

1076. Have you any other case of the same kind?—It has been the custom for many years past by canal, that, when we receive the packages, on weighing them prior to putting them on board the boats, we always mark the weight upon them; that is a great protection to ourselves, and satisfaction to the public. Messrs. Caldecott & Co. and others complained to us in October last, as regards that; I wrote to Mr. Morris, of Manchester, and he made many attempts to have it accomplished, after weighing to have the weight marked upon the pack; I have impressed that upon him frequently; the servants of the company at last told him that if he did go on with that, those goods would be left behind. In consequence of my stating that to Messrs. Caldecott & Co., they addressed a petition to the company, and I beg leave to read their answer.

1077. Are you to be understood that the company object to your putting on the outside the package the weight?—Yes.

1078. What reason did they give for such objection?—That it was not allowed to others, and therefore they would not do it.

1079. Why would they not do it?—Because it would create delay. Mr. Morris represented it to Mr. Green, and he said he could not do it because he did not allow any other carrier so to do.

1080. They do not object to your putting that on before they are brought to the railway?—It was our wish to put them on at the railway.

1081. Might you not have put it on before you brought it to the railway?—No, we are driven for time; they are put into the scale, and from that the servants of the company take them to the waggons; but a man generally stands with a pot and a brush, and the man merely marks 2, 3, 4, and they

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objected to his so doing. Mr. Morris sent a man on purpose to make the attempt.

1082. Mr. *Easthope.*] Did they state as a distinct objection to this being done, that it consumed time?—They did.

1083. If it would be a consumption of time, that would be inconvenient to their business?—Yes; but it is so momentary, I do not see it in that light.

1084. They thought otherwise?—Yes, they did.

1085. And they told you it should be equally done for all if it was done for one?—Yes; but the trade have pressed very strongly for it to be done as a protection; a Manchester warehouse might, through inadvertence, omit to put in a small package, which may not be discovered; whereas if they marked the packs, on their arrival in London the parties have a check on the carrier; they have only to throw them into the scale where they can be weighed, and say, their weight corresponds with ours, therefore it might have occurred at Manchester and be a mistake of the sender.

1086. Mr. *Loch.*] In the opinion of the trade, is there less security in the practice followed on the railroad as compared with that followed on the canals?—Yes; in fact there is no check; for sometimes they do not open the pack immediately, and by the weight of the pack they can calculate the expenses.

1087. *Chairman.*] Has the letter before you reference to that subject?—Mr. Caldecott addressed a letter to Messrs. Joseph Raleigh & Co., at Manchester, wishing them to present a petition, which was signed by 20 or 30 of the trade, calling their attention to the subject. This I hold in my hand is the reply to that letter.

Gentlemen, Liverpool, November 6, 1839.

Mr. Kirton laid before the board at their meeting this day your letter to him of yesterday's date, enclosing a representation from the senders of goods in Manchester through the carriers plying on this line, complaining of certain proceedings of theirs as regards their manner of delivering such goods in London, which I have been instructed to acknowledge. It may be proper to observe that this company have no control over the dealings of the carriers with their customers, their arrangement with the carriers being restricted to the supply by the company of station room, waggons, and locomotive power on certain stipulated terms, and that having experienced great difficulty even in causing these to be observed, it would be still less in their power, as it would be wholly out of their province, to interfere between the carriers and those by whom they are employed. As regards the allegation, however, that the mode of delivery complained of is attributable to the shortness of time allowed at Manchester, I must remark that the goods cannot be delayed more than a certain time before starting, or they would reach Birmingham too late for the dispatch from thence to London, and so lose a day; that the carriers generally bring their goods at the last moment, but that nevertheless their statement appears to be an evasive one, inasmuch as all the goods sent on this line are weighed by the carriers, and a declaration of the weight handed to the company on their being dispatched, so that they must be in possession of the weights for delivery in London if disposed to use the particulars for this purpose. Even if they had not time to forward these with the goods, they might be sent by any of the early passenger trains on the following morning, and so reach London before the arrival for delivery of the goods in question. The directors have reason to believe that the admission of carriers on this line (which was in a manner forced upon the company) has not really benefited the public, and their attention is now being given to the discovery of some means whereby various objectionable practices thus introduced may be remedied; but the difficulty of this is great in consequence of the conveyance of goods being wholly in the hands of carriers between London and Birmingham, at which latter point all the business of this company ends.

I am, gentlemen, your obedient servant,

Messrs. Joseph Raleigh & Co. *J. R. Chorley.*

1088. Have you any other statement to make?—I have only to complain of the excessive porterage at Manchester when we did the business ourselves. Prior to May last our calculation made it 1 *s.* per ton, we now pay 2*s.* 3*d.*

1089. Mr. *Easthope.*] What is done for that 2*s.* 3 *d.*?—Merely taking them from the scales, and placing them in the waggons.

1090. *Chairman.*] Is that the same duty that you had done before for 1*s.*?—Yes.

1091. Mr. *Loch.*] You are not allowed to do that yourselves?—No, at the same time they do not consider themselves responsible unless there is collision or fire.

1092. The risk is; all on the carriers?—Yes, it is; prior to that we had an opportunity of seeing things properly stowed, consequently the carrier paid his damage much more cheerfully, but now he feels aggrieved by the acts of the servants of the Company.

1093. Mr. *Easthope.*] Do they object to your placing a person to superintend the

the stowing of the things?—I do not think we are allowed to do that; they take them from the scales to the waggons. Mr. *W. Harnett.*

1094. Do they employ the same description of people for that work as you would employ if you did it yourselves?—I should hardly think they would; we generally take them from our own warehouses, where they have been more accustomed to the thing. 21 February 1840.

1095. Will not those men, after a reasonable lapse of time, become equally accustomed?—Yes, we have no command over them, nor have they an interest like a private concern; a public concern has not the same control over the servants which a private one would have.

1096. Can you now produce an account of the tonnage paid on the canals to Coventry and Birmingham?—I can.

[*The same was read as follows:*]

STATEMENT of TONNAGES on the under-mentioned CANALS.

From *Paddington* to *Coventry:*

	s.	d.
Grand Junction	8	5
Oxford	3	6
Coventry	–	7
	12	6 per ton.

From *Paddington* to *Birmingham:*

	s.	d.
Grand Junction	8	5
Oxford	2	5
Warwick and Napton	1	6
Warwick and Birmingham	2	2½
Compensation	–	5
	14	11½ per ton.

21 February 1840.

Martis, 25° die Februarii, 1840.

MEMBERS PRESENT.

Mr. Freshfield.
Mr. Greene.
Mr. Loch.
Lord Sandon.
Lord Seymour.
Lord Granville Somerset.
Mr. Thornely.

LORD SEYMOUR IN THE CHAIR.

Mr. *Charles Henry Olivier,* called in; and Examined.

1097–1111. *Chairman.*] IN what trade are you engaged?—As merchant in Manchester goods; goods principally for shipping. Mr. *C. H. Olivier.*

1112. Have you been in the habit of sending and receiving goods by railway?—Principally receiving goods. 25 February 1840.

1113. Do you also receive goods by canal?—Yes, occasionally.

1114. Have you been many years in business?—About 10 years.

1115. Mr. *Loch.*] When you were in the habit of receiving goods by canal only, did they arrive with tolerable regularity in London?—With the exception of winter season, when the frost prevented it, they came, almost invariably, with regularity.

1116. So that you were able to make your arrangements in London long before their arrival?—Yes.

1117. Since you have been in the habit of getting your goods by railway, has this been the case, or has there been greater irregularity?—I conceive greater. I receive goods almost daily by most of the carriers to London, and I have gone myself to Manchester to buy goods, which have been ordered to be sent up by a particular day; I have depended on their arrival on the particular day, for shipping generally, and they have been delivered 24 hours after; and that has occasioned not only the loss of the 24 hours, but I have been obliged to get another vessel to make the shipment by.

1118. Were the goods sent by the carriers on the day you ordered?—Yes, precisely.

1119. Were they brought by the railway company themselves, or by private carriers?—Generally speaking, by private carriers, Pickford's and Kenworthy's.

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1120. When you applied to the carriers for information respecting your goods, what answer did you get?—In many instances, that something had occurred on the railway to prevent their arrival; they would be delivered the next day perhaps.

1121. They generally ascribed the want of delivery of your goods to the want of regularity in the conveyance?—Generally speaking, they did.

1122. Lord *Granville Somerset.*] Have you generally advice of the departure of goods?—Yes, invariably, by post.

1123. You make your arrangement on the presumption that they will arrive accurately about the usual time?—Yes; and we arrange to ship the goods on the faith of their arrival, and the carriers' advices that they are due at a certain time.

1124. It has happened to you to be put not only to great inconvenience, but to considerable loss?—Yes; more than once the goods have been thrown upon my hands.

1125. Suppose another party, engaged in the same line of business, should receive his goods, and you not receive yours, the loss would be greater?—Clearly, because of the great extent of competition.

1126. It is a great object to all merchants to have their goods come as speedily as possible, and as regularly as possible, from the consignor, is it not?—There can be no doubt of that; for when I ship goods, and others ship goods, it is by steam-boat, and they clear on a particular day; and unless we are able to ship them on that particular day, there is great loss of time, and expense.

1127. There is also great fluctuation of fashions, is there not?—Yes, there is, in that line.

1128. If another house receive their goods on that particular day, they would have an immense advantage over you?—Yes, certainly, because their goods get abroad first.

1129. Can you give any particular instance in which, by the non-arrival of goods from Manchester, you have sustained a positive loss?—I can state an instance, but I cannot give the date without referring to my books, an instance in which a large parcel of goods were thrown upon my hands.

1130. Can you state the facts of the case?—The facts of the case were these; that I had to receive goods on a particular day, which were advised to arrive on that day; and in consequence of their not being shipped at the time I expected to ship them, my correspondent at Brussels wrote to me to say that the goods would be thrown upon my hands. I do not know whether it is necessary to state, that it happened in this particular instance that, I now remember, I made arrangements with my friends: but that does not alter the facts of the case.

1131. From whence did you expect those goods?—From Leeds.

1132. Where were they to join the railroad?—That I cannot say.

1133. Were they to come by Manchester, or by what other route?—I think by Manchester, but I cannot state that now.

1134. Mr. *Loch.*] By what carrier were they to come?—I think Kenworthy.

1135. Lord *Granville Somerset.*] You had advices of their being sent off; and upon those advices you acted, in making arrangements for sending them by the next steam-boat?—Yes.

1136. By their non-arrival, you were prevented embarking them, and were obliged to wait till the next steam-boat?—Yes.

1137. A space of how many days was that?—I think, in that instance, a week, from Sunday to Sunday.

1138. In consequence of that delay, your correspondent at Brussels said he must throw the goods upon your hands?—Precisely so.

1139. Suppose such an event as that had taken place previous to sending them by railroad, the goods being then to come by canal or by van, would you have conceived that a fair ground of claim for compensation against the carrier?—I do not know how far the law might give me that, but we always depend upon the carriers, because I have advice by post that the goods will leave Manchester or Leeds on a certain day by the carrier; then I have advice from the carrier, stating that the goods are due upon a certain day; upon that advice I make arrangements for shipping them.

1140. You look upon the carriers as responsible for the delivery at the time?—Yes.

1141. In the case you referred to, you made an arrangement with your correspondent at Brussels?—Yes; in consequence of that there was not a loss, but

but it was only from my being on friendly terms with the individual that I was enabled to do so.

1142. Have you made any representations to the carrier?—I have often made complaints to Messrs. Kenworthy, and likewise representations to Messrs. Pickford & Company, on the same score.

1143. Have you received goods from Manchester, by means of the Grand Junction Company, as carriers?—I have no doubt of the fact, but I cannot bring any such circumstance to mind.

1144. Mr. *Thornely.*] Are you enabled to state that the goods were delivered to the Railway Company in such time that they ought to have reached you earlier?—I can only state that, on applying to the carriers here, the answer I received was, that something had occurred upon the railroad, and that I should receive them the next day.

1145. Mr. *Loch.*] When you were used to receive your goods by van, they used to come regularly?—Yes.

1146. Would it be better for you to have them still carried by van?—In many instances there is a great chance in our favour of their being delivered regularly, for this does not occur frequently; if they are my own goods, I order them by railway; we hope that they will come regularly.

1147. Lord *Granville Somerset.*] At what time do you generally receive advice of the goods being sent off, supposing they are sent off on Monday, for instance?—My own correspondent would write me generally the very day of departure; the carrier advises me generally almost at the time that they are due.

1148. How soon will those several advices reach you?—Within 24 hours.

1149. How soon after that time do they generally announce the probability of the arrival of your goods?—I think they are deliverable on the Wednesday morning, having arrived on the Tuesday night, and I depend upon their delivery the first thing on the following morning.

1150. Do you send for the goods yourself, or do the carriers forward them to you?—I give general orders to the carriers I employ to send the goods not to my house, but to a particular wharf, for exportation; I do not fetch them.

1151. What is the first intimation you have of their non-arrival at the proper time?—As I have been disappointed in many instances, I generally apply to them before they are due, or at the time they are due, then I learn that they have not arrived; but in some instances my clerk has passed his entry at the Custom House, and gone through the formalities before I have known that the goods were not deliverable.

1152. Have you had an entry passed, and clearance, and paid the duties, expecting them to arrive?—Yes.

1153. Mr. *Thornely.*] Have you lost the duties you had paid in consequence of the non-arrival of the goods?—Yes, I have in some instances; but if I know it in time, before the Custom House closes, I can recover them.

1154. Instances have occurred where you have had to pay double duties?—Yes, there have.

1155. *Chairman.*] Has the establishment of railroad communication been generally favourable or unfavourable to your business?—Generally speaking, I do not know that I am warranted in saying generally unfavourable; though there have been many cases of detention, I do not think the irregularities are greater than the regularities.

1156. The celerity is of course advantageous?—Of course it is.

1157. Mr. *Loch.*] Have you had any recent case of irregularity?—I have had some cases of irregularity, but no very serious cases.

1158. Do they happen once or twice a week, or not so often?—I should say not so often; I should say certainly two or three times in a month; and that subjects us to great inconvenience.

1159. Is it your opinion that it will be beneficial to the trade of the country, as far as your trade is concerned, if the whole carrying trade of the country should get into the hands of the railroad companies?—I should say that it would not.

In reference to Questions 1129–1139, *the Witness subsequently stated—*

"This case, which was uppermost in my mind, I find, on referring to my books, does not apply, as the goods came by steam from Hull, and not by railway.—Three bales, per

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railway, left Manchester on the 6th January 1840, and not delivered till the 9th; ought to have been delivered on the 8th. In this instance the goods were delayed four days, until the next steam-boat left.

"Monday, 6th January. Received this day from Manchester, per railway, two parcels of patterns due on Saturday morning, 4th instant; the goods these patterns represented being shipped in transit through Calais, were detained three days at Calais, as no transit goods can pass through France without patterns to represent the goods in each package, and are liable to seizure if not so accompanied.

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Mr. *Andrew Caldecott*, called in; and Examined.

Mr. *A. Caldecott.*

1160. *Chairman.*] WHAT is your business?—A Manchester warehouseman.

1161. Have you been engaged in that business for many years?—About 20 years.

1162. Mr. *Loch.*] Have you been in the habit of receiving many goods from Manchester?—Our carriage is somewhere about 3,000 *l.* or 4,000 *l.* a year by canal and railway, and by van before the railway.

1163. Had you much cause to complain of irregularity when the carriage was by van and by canal?—Very little.

1164. So that you were able to make your arrangements in London with tolerable certainty of being able to meet them?—Yes, except in frosty weather when the canals were stopped.

1165. Have you, since that, been in the habit of receiving a considerable amount of goods by railway?—We have.

1166. Do you receive them by private carriers, or do you receive them partly through the Grand Junction Company, and partly through private carriers?—By private carriers, Bache & Co., now Morris & Co. and others.

1167. Has the delivery of goods by those carriers been less regular since you used the railway than previous to the opening of the railway?—By the canal, when that was open, we were very regular, by the railway we have been very irregular, particularly when the Sunday intervenes, and we have any goods on the railway, they are as long coming as if they came by the canal.

1168. The intervening Sunday has created some irregularity?—Yes, so that we have had goods delivered by the canal as quickly as by railroad, and we have made complaints to the company about that, once or twice.

1169. To which company?—At the station in Camden Town.

1170. What answer did they give you?—That it was from some irregularity in the waggons coming up; that they were partially detained on the road.

1171. Was that in consequence of the company not carrying goods on Sunday?—That I do not know.

1172. Have those irregularities been productive of inconvenience in your business?—Yes, and loss, of course; for we are paying a larger sum for the accommodation of the railroad.

1173. Have these circumstances happened frequently?—Not so frequently the last two months, but three months ago we had great reason for complaint.

1174. Did you ever complain to the Grand Junction Railway Company?—We addressed the Board in Manchester; we sent down letters to the Board, the Manchester and London traders complaining of the want of regularity in the delivery.

1175. The Board of which railway?—That I cannot answer; it was, of course, the Birmingham or the Grand Junction Company.

1176. Was there any reply received in consequence of that representation?—Yes, we received a reply from Manchester, stating that they would arrange to be more correct in the delivery in future.

1177. Has the consequence been that they have been more correct?—Yes, I think they have been more correct the last two months.

1178. Have you ever complained to the private carrier by whom the goods were to come as to these irregularities?—Yes, we complained, and found it was not their fault, but the fault of the railroad company.

1179. That was the cause of your making the representation you allude to?—Yes.

1180. Mr.

1180. Mr. *Greene.*] Your goods have always been carried by private carriers?—Yes, always.

1181. You have not applied to the railway companies?—No, we have always had them by Bache & Co., Robins & Co., and other private carriers.

1182. Have you, with respect to goods from Manchester and other places, applied to the railroad companies?—No, I confine myself to Manchester, and other private carriers.

1183. Mr. *Loch.*] Has it occurred to you what might be the means of preventing this irregularity;—No, that has not come under my consideration.

1184. *Chairman.*] Do you pay more now for the carriage of your goods since the railroad has been established?—We pay more on account of the higher rate of charge.

1185. The advantage you derive is the more speedy delivery?—Yes.

1186. Lord *Granville Somerset.*] You pay less by canal?—Yes; we pay 25 per cent. more by railroad than we do by canal at the present time.

1187. What reduction from the former rate by canal have you now?—About 1*s.* a cwt.

1188. What was your former charge?—About what the railroads are now charging.

1189. The charges on canals have fallen 25 per cent.?—Yes.

1190. Mr. *Loch.*] Do you get all your goods by railroad now?—No, only a portion; we get part by canal and part by railroad.

1191. Lord *Granville Somerset.*] Depending upon the class of goods?—Yes.

1192. And also on the speed at which you wish to have them?—Yes.

1193. Do you send for the goods, or are they delivered to you by the carriers?—They are delivered to us by the carriers; that is a great advantage, we consider.

1194. Is it ever your habit to send goods from London to Manchester?—Very few.

1195. When you send those goods from London to Manchester, do you make use of the carriers in the same manner as you do in the up-trade?—We send them to their warehouses in London, or they will send their carts for them.

1196. Have you advices from your consignors at Manchester whenever goods are sent off?—Yes, always.

1197. And also from the carriers advices of the goods being received into their charge, and the time when they ought to arrive in London?—Always; and it is quite necessary we should, for we sometimes pay before they arrive, on the carrier's note.

1198. Are you in the habit of exporting?—We sell to the shipping trade, but we do not export.

1199. In selling to the shipping trade, is it of great importance you should have the goods at the time you expect them?—Very important; for if we make a sale, and they do not come in time, we lose that sale, and lose the profit of course.

1200. Has it ever happened to you to make a sale and be obliged to cancel it in consequence of non-arrival?—Three or four times; but that would apply to both cases, both railroad and canal.

1201. It has occurred with respect to goods by railroad?—Yes.

1202. Have there been any cases of that kind lately?—Not very lately.

1203. Where you have sustained a loss by the delay have you applied for remuneration?—No.

1204. In consequence of what circumstances is it you have not applied for remuneration?—We find, with respect to public companies, it is almost useless; we are turned about from pillar to post, and do not know where to get redress.

1205. Formerly, if a delay took place, you made application to the carriers probably?—We considered that we held them liable.

1206. What do you consider the carriers liable for?—First, for delivery, and next for damage; we are subject to considerable damage, both by canal and railroad.

1207. It has never occurred to you to have a large demand for demurrage?—No; we have generally had that accommodation from our carriers that they would make any allowance requisite.

1208. When you have been put not only to inconvenience but to loss, have you ever represented to the carriers that you considered them responsible?—We

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We have made representations, but have never carried them out; we have generally come to same arrangement upon the matter.

1209. Have you made that arrangement because you did not see your way clear to a legal remedy?—That has been the case sometimes.

1210. You consider the carriers responsible to you for any damage?—Yes, for any damage in the course of the journey.

1211. Whether arising from their own acts or the company's?—Yes; we have had cases of goods being burnt on the journey, and they have made them good; we have had redress.

1212. Supposing the railroad company were the carriers, you would probably anticipate more difficulty upon that head?—I should very seldom apply for the redress of an injury; probably it would not be above 4*l.* or 5*l.* and we should lose 4*l.* or 5*l.* in making the application. The carriers come and look at the goods; if we send to the Steam Packet Company's, they say, "Let them remain, we will come and look at the goods;" but they never come; then they will not allow anything because they have not seen them.

1213. You are anxious that the carriers should continue carriers of your goods by railroad rather than the railroad company?—We should be better satisfied with the present arrangement of having the goods delivered through our own carriers than we should be by a public company.

1214. Mr. *Loch.*] It is your opinion that, upon your trade at least, it would not be beneficial to the public that the whole carrying trade should be put into the hands of the railway companies?—Most decidedly not.

1215. Have you formed any opinion how the irregularities which now exist could be remedied?—No; that is not in my province.

1216. Viscount *Sandon.*] Have they explained to you the causes of the delay?—They have said that it was owing to some of their trains coming up too late to be taken on.

1217. Have they ever stated that they could take only a certain quantity of goods at once?—No, I do not recollect that to have been stated; we have generally sent one of our clerks, and therefore I cannot correctly state what cause has been assigned.

Mr. *Robert Johnson*, called in; and Examined.

Mr. *R. Johnson.*

1218. *Chairman.*] IN what business are you engaged?—In the Scotch and Manchester trade.

1219. Have you been in the habit of sending and receiving goods by railway?—We have.

1220. By what railways?—By the Manchester and Birmingham; our carriers have been Bache & Company, that is now Morris & Company, and Robins & Company.

1221. Mr. *Loch.*] Were you in the habit of receiving goods previous to the opening of the railway by canal and van?—By canal a short time; we received them from Hull.

1222. When you received them by canal, except when the frost prevailed, did you receive them with regularity?—Perfectly.

1223. Do you receive all your goods now by railway, or a portion by canal also?—A portion each way.

1224. Have you suffered inconvenience by the delay of your goods sent by railway?—We have now and then.

1225. Were the instances so numerous and the inconveniences so great, as to draw your attention to the question, whether it would be advantageous to the public or otherwise that the whole carrying trade on the line should go into the hands of the companies or not?—I am clearly of opinion if the railway had the sole carrying of our goods it would be a very gross monopoly.

1226. That would affect the trade of the country injuriously, in your opinion?—I do not know how it would affect others; one house could not contend against a company.

1227. Would the inconvenience which would result arise as well from the charge and the want of exactness in the delivery, as in the difficulty of obtaining redress in case of damage?—There would be all those, and we should have no competition; I should be sorry indeed for that to be so.

1228. *Chairman.*]

1228. *Chairman.*] What competition have you now?—We have the competition of two or three carriers.

1229. Have you any competition in price?—I believe the railroad companies compel them to pay their own terms now.

1230. As far as competition is concerned, they have a monopoly at present?—They have partially so; they have it with the carriers, but not with us; I should be glad to see that done away also.

1231. Viscount *Sandon.*] From there being those carriers competing, have you chance of more accommodation than you would have if you had merely to deal with the company?—Certainly; none could be more attentive than they are.

1232. Mr. *Thornely.*] The price is the same by all the carriers, is it not?—I believe it is.

1233. Mr. *Greene.*] You would be anxious to break up the arrangement which now exists between the railroad company and the carriers?—I am against all monopoly; and if the railroad were to carry alone, what remedy should we have?

1234. You are aware that at the present moment there is an arrangement entered into between the carriers and the several companies, that the carriers shall convey at a certain rate, that being the rate at which the company themselves carry?—I am not aware what rate they have, but I understand it is the same, and that the railway companies compel them to charge a certain price.

1235. You would be anxious to have that broken through?—Certainly.

1236. Viscount *Sandon.*] Were there different prices among the carriers by land, or by canal, previous to the railroad existing?—By canal; I think not by van; I think there was a slight difference.

1237. The competition between the carriers has arisen, not from the terms they charged, but from the obligingness and attention with which they have served their customers?—Certainly, or they would run the risk of losing our business.

1238. And the readiness with which they have attended to any complaint of neglect?—Certainly.

1239. Mr. *Loch.*] Have you had to represent to the railroad companies any inconveniences you have sustained?—Any matters of that kind we have generally represented to the carriers themselves.

1240. You have had no communication on the subject with the railroad company?—No.

1241. You think there is a great convenience in employing a private carrier on the railroad, inasmuch as he transacts the whole business, and is responsible for the safe carriage of the goods?—Certainly, or he would lose our business.

1242. Suppose the railroad were opened as far as Newcastle, in Northumberland; you are probably aware that four or five different companies have formed that chain of connection; would it be a great inconvenience to you to deliver your goods at the London and Birmingham, and then, in the event of their not getting regularly to Newcastle, that you should be obliged to trace them through the whole of the companies all the way to Northumberland?—That would be a great inconvenience.

1243. Will not more facility be afforded you in the event of your delivering them to a private carrier in London, he being responsible for the delivery of them at Newcastle?—The carrier of course we should look to; and his interest would compel him to be regular and obliging.

1244. The private carriers appear to you to be essential to the carrying on advantageously your trade?—Yes.

1245. Do you get any goods from Leeds?—Yes, from Leeds and Manchester.

1246. How do your goods come from Leeds?—They come by railway principally; it is by the Birmingham branch.

1247. Do you know how they come from Leeds to Manchester?—I do not.

1248. From Manchester to London, they come by railroad?—Usually.

1249. The carriers who bring your goods convey them and are responsible for their safe conveyance from Leeds to London?—They are.

1250. With regard to canal communication, in like manner, the same carrier is responsible to you for the whole distance from Manchester to London?—Certainly.

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1251. Would it not be of great inconvenience to you if you were obliged to have different parties to deal with at each different change or means of conveyance?—Yes, very troublesome, and we should be liable to have our goods lost.

1252. That would not be so advantageous as your present mode of conducting business?—No; and I understand by the railroads we should be secure only against collision or fire; that they are not liable for any other accidents.

1253. The opening of the railroad between Manchester and London has reduced the price of canal tonnage?—It has.

1254. There is the advantage of competition in that respect?—Yes.

1255. You wish to have some means pursued by which railroad companies should be subject to competition, in the same manner as the former carriers by land and by water?—Yes.

1256. Was there a good deal of competition between the canals and conveyance by vans, previous to the opening of the railway?—I think there was so little carried by van; the competition was rather between the vans and the coaches; the prices of the van were so much higher, there was no competition between the canals and them.

1257. You are of opinion with Mr. Caldecott and Mr. Olivier, that it is very desirable for your trade that the carrying on the railroad should be conducted by private parties, and not by companies?—Certainly.

Mr. *Woolfrey Middleditch*, called in; and Examined.

Mr. *W. Middleditch.*

1258. Mr. *Loch.*] YOU belong to the firm of Middleditch & Taylor, Manchester-warehousemen?—I do.

1259. You have heard what has been stated by the former witnesses, as to what would be the effect upon the trade if the carrying upon the railways were to get entirely into the hands of the companies themselves; are you of the same opinion?—I am. My trade is a very peculiar one; it is a fancy trade, in rich printed muslins; delay to us is very inconvenient, at particular seasons of the year; we experienced last year great inconvenience from the delay on the railroad. At one period, we used to have a great many up by van; the van has ceased: we frequently can get them up cheaper by the coaches. If we want up anything particular, we have it up by railway-train; if we want them quick, by the mail-train, because then we can depend upon their arrival.

1260. Are you forced to adopt that method in consequence of the less regular delivery of goods by the other trains?—Yes; we have done so for some time past.

1261. Has that added much to the expense?—Yes.

1262. Can you state any instance in which the non-delivery of the goods has been a serious injury to you?—No, I cannot; it has been the cause of considerable inconvenience to us.

1263. Are you in the habit of getting your goods by a private carrier, except when you get them sent up by the mail-train?—Always; we have had them brought by private carriers these 15 years.

1264. Have you made complaint to the carriers when they have been delayed?—Yes.

1265. What has been the cause assigned?—That the waggons got off the rail.

1266. You do not know whether goods coming by the company as carriers are delivered more regularly than those by private carriers?—No, I do not.

1267. You have to look only to your own carrier?—Yes; and if I have any goods damaged they are immediately sold, and they give us the amount.

1268. When they are sent by mail who delivers them?—Horne or Chaplin delivers them in a cart; we never send for them.

1269. Is that an extra charge?—No, not any.

1270. They make an arrangement with the company to deliver them?—Yes.

1271. Lord *Granville Somerset.*] Making a comparison of the expense formerly by the coach and now by the mail-train, which was the greatest?—By the coach was much more expensive.

1272. With regard to the mail-train there is great regularity?—Always; we get our parcels frequently before our letters.

1273. What is the difference in the charge by the common carriers and by the mail-train?—They are paid by the keeper of the petty cash, and I cannot state

state the difference; I think it is 12 *s.* a hundred weight by the mail-train, but I am not certain. Mr. *W. Middleditch.* 25 February 1840.

1274. Do you have a hundred weight by the mail?—Yes, sometimes; and we pay 3 *s.* 6 *d.* or 3 *s.* 9 *d.* by the goods-train.

1275. That is to say, more than three times as much?—About three times as much.

1276. Supposing the delivery of your goods by a carrier making use of the railroad was as certain as it is by the mail-train, would the goods come up in sufficient time for your purposes?—Quite.

1277. It is simply for the purpose of insuring punctual delivery that you consent to pay the increased charge?—Yes, on certain patterns which are very successful in their sale.

1278. Twenty-four hours would make a great difference in the sale of those goods sometimes?—Yes, frequently.

1279. Have you heard the evidence the other gentlemen have given?—I have.

1280. Do you agree with them in the great advantage of the goods being conveyed by private carriers rather than by a public company?—Perfectly.

Mr. *John Webster,* called in; and Examined.

1281. Mr. *Loch.*] YOU are a partner in the house of Goldsmith & Webster?—I am. Mr. *John Webster.*

1282. You are Manchester and Scotch warehousemen?—Yes.

1283. Are you in the habit of receiving goods from Manchester by railway?—We are.

1284. And from Liverpool also?—Yes.

1285. Were you in the habit of receiving goods by canal previous to the railway being established?—Yes.

1286. Do you still get goods by canal?—Yes.

1287. Did you get any goods by land previous to the railway being established?—Yes.

1288. Do you receive any by land now?—No.

1289. What are the species of goods you receive by railroad now?—The manufactures of Glasgow, Manchester, and Leeds.

1290. They ought to be delivered with as much dispatch and regularity as possible?—Yes; they are fancy goods.

1291. Do you employ the railway company as carriers, or private carriers?—Private carriers, Robins, and Bache & Company; they are both from Liverpool and Manchester.

1292. Have you received the goods which have been brought by those carriers with punctuality?—Not with that punctuality we experienced when they came by canal.

1293. Has there been any late instance in which they have not been punctual?—There have been some instances of late, but not of so much consequence as some others.

1294. Have you suffered inconvenience from their non-arrival in time?—We have repeatedly lost the sale of goods by their not arriving in time.

1295. Is it a material object to gentlemen in your way of business not to have them delayed?—A most material object.

1296. When you do not receive them in time, do other parties step in?—Yes, and they effect the sale of goods, which if we had received our goods in time we should have effected.

1297. Mr. *Greene.*] Is great regularity in delivery of more importance to you than speed?—They are of equal importance; if there is a delay in the delivery of the goods it is of no importance having them quickly conveyed.

1298. Mr. *Loch.*] Your Glasgow goods come by steam to Liverpool?—Yes.

1299. Do they come with regularity from Glasgow to Liverpool?—There cannot be perfect regularity, because the sailing of the boat depends upon the tide; there is frequently a difference of 12 hours.

1300. Do you have advices from Liverpool as well as from Glasgow?—Yes, from both.

1301. You have heard the other gentlemen examined as to whether you would suffer inconvenience if the whole carrying trade got into the hands of the companies?—I have.

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1302. What is your opinion upon that point?—My opinion is that it would be extremely detrimental to our interests if it got into the hands of the companies.

1303. In what way do you think it would be detrimental to your interests as merchants?—In case of the loss of goods, or the delay of the carriage or delivery, we should not be able to obtain that redress or information which we can always obtain from private parties.

1304. Would it affect you also in the price of the carriage?—We apprehend that would be the consequence.

1305. Taking all those considerations into view, you are decidedly of opinion that it would not be advantageous to the trade of the country that the companies should be the sole carriers on the line?—No, I think it would be disadvantageous to the trade of the country.

1306. Lord *Granville Somerset.*] You have said that you have had some instances of irregularity, but not of much consequence; do you mean by that, not of much consequence in point of time, or not occasioning much pecuniary loss?—Not of much pecuniary loss; we have been afraid to guarantee the delivery of goods even when sent; we have said they are due on such a morning, and we have no doubt we shall have them, but we have not bound ourselves to deliver them at that time on account of the irregularity.

1307. When delay has taken place, it has been generally to the extent of 24 hours?—Yes.

1308. When you have discovered that your goods have not arrived, what means have you taken to ascertain where the delay was?—We have applied to the carriers, and called upon them to explain the cause of the delay.

1309. If it was among their own servants, you have remonstrated, and have obtained redress?—Yes.

1310. If it was the fault of the railroad company, you enforce upon them to remonstrate; you have not remonstrated yourselves?—Just so.

1311. Have you had any advice from Manchester or Liverpool as to the time that they are obliged to send their goods to the station, in order to their conveyance?—Yes; they say that they must have them by a particular hour.

1312. Have you ascertained that an hour's further time would be very important to them in packing and forwarding those goods?—I have had no advice upon that subject.

Mr. *James Peacock,* called in; and Examined.

Mr. *James Peacock.*

1313. Mr. *Loch.*] TO what firm do you belong?—Couts, Banks & Co.

1314. You are linen-warehousemen?—We are.

1315. Are you connected with Manchester?—We have connexions with Manchester, but principally with Liverpool; our goods come from Ireland by that course.

1316. The goods come by steam to Liverpool?—Yes.

1317. Do they principally come from Belfast?—A great many from Port Rush and Belfast, and other places also.

1318. Do those steamers arrive with a considerable degree of certainty at Liverpool?—Yes, they are very regular; we have no reason to complain, except from accident.

1319. Previous to the opening of the railway from Liverpool to London, were you in the habit of receiving goods by canal?—Yes, from Liverpool.

1320. Did you receive also by land?—No.

1321. You now receive a portion of your goods by railway, and a portion by canal?—Yes; principally now by railway.

1322. What are the sort of goods you receive by railway?—Irish linens, and also Manchester goods; they come principally by railway likewise.

1323. Do you receive your linens in London by railway because it is cheaper, or because dispatch is an object?—The principal part of the goods are paid for by our correspondent; consequently they send by railroad, as being more convenient and in quicker time.

1324. It is an object to you to receive them quickly?—Yes, frequently; sometimes we have some of the same goods on hand.

1325. Have your goods been delivered with regularity?—Quite so; we have no complaint of that kind.

1326. You

Mr. *J. Peacock.*

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1326. You have heard the opinion the other gentlemen have given, as to how far it would be advantageous or otherwise for the whole carrying trade to get into the hands of the companies themselves; have you formed an opinion upon that subject?—I have certainly; the opinion I have formed is, that it would be disadvantageous to trade.

1327. Do your goods come by the company or by private carrier the whole way?—By private carrier from Liverpool.

1328. You state that you had no reason to complain of those goods not being received with regularity?—No.

1329. Have you any remarks to make, as connected with the railway conveyance?—There is one very essential one; if I am correctly informed, the railway companies are not responsible for damage, except by fire or collision; in case of wet there would be a very serious inconvenience. Now we can get redress from the carriers almost immediately; they would come and see the goods and compensate us.

1330. That is rather a speculative difficulty than one which has occurred; you have not lost any goods either by the one method or the other; and have not had to make any representation to them?—No.

1331. How do you arrive at the conclusion that they are not liable to damage beyond merely the two circumstances you have mentioned?—Because public bodies generally do not consider themselves responsible.

1332. It is not that the law is so defective, but that there is so much difficulty in enforcing it?—I do not know.

1333. Do you happen to know whether, if that statement be correct, that limit put to their liability arises under their Act of Parliament or is in consequence of some bye-law of their own?—I am not aware.

1334. Your opinion then is, that, supposing the law to make them liable for the damage arising in the manner you describe, the difficulty of recovering from them would be such that it would not be easy to obtain any satisfaction?—It would require a great deal more trouble; we get it settled immediately by applying to the private carrier.

1335. Lord *Granville Somerset.*] Whereas, between the private carriers there is considerable competition, and they would stretch a point to oblige you; on the other hand, if the railroad companies had any contest with you, they would insist on strict right, and set you at defiance, unless the law was decidedly with you?—That is the feeling under which I have expressed my opinion.

1336. Though you have had no cause of complaint hitherto, you would look forward with great apprehension to a complete monopoly on the carrying trade, without looking to one company more than another, but viewing the thing on general principles?—Just so.

Mr. *George Bousfield,* called in; and Examined.

Mr. *G. Bousfield.*

1337. Mr. *Loch.*] IN what particular branch of trade are you engaged?—In the woollen trade and the cotton trade.

1338. You are in the habit of receiving a large amount of goods from Manchester and from Leeds?—Yes, and from Huddersfield and Halifax.

1339. How do the goods from Leeds come at present?—We have all ours through Kenworthy's.

1340. Have you been in the habit of receiving goods by canal as well as by railroad?—Yes.

1341. Have a considerable portion of your goods come of late by the railroad?—Yes.

1342. Is it not of considerable importance to merchants in London that their goods should arrive regularly?—Yes, particularly so.

1343. You have been in the habit of getting them regularly formerly by canal, except in case of frost?—Yes.

1344. Since you have received them by railroad have you received them with the same regularity?—No, not altogether so.

1345. Have you sustained any inconvenience from the delay?—Yes. We received some goods by railroad for India, which were to be delivered on the Saturday morning, according to the ticket sent us by the carrier, and they did not arrive till Tuesday morning.

Mr. *G. Bousfield.*

25 February 1840.

1346. Your carrier was Kenworthy?—Yes; and the ship cleared out on Sunday, and the consequence was we were at considerable expense to send the goods down to Gravesend, and had some little difficulty in getting them off.

1347. Besides the inconvenience you were thus put to, were you obliged to sustain further expense?—It cost us 5 *l.* in taking them down to Gravesend, besides being obliged to keep up the men all night.

1348. If they had been sent by the canal that would not have been the case?—No, certainly not.

1349. By way of securing yourselves against that, you ordered them by railroad?—Yes.

1350. If the ship had sailed, you would not have been able to send them at all?—No.

1351. Have you made any application on the subject to Messrs. Kenworthy?—Yes.

1352. What was the reply they gave?—They answered that it was not their fault; that the stoppage was somewhere about Birmingham; and I think it turned out that they had been left behind in consequence of their not being able to bring them on.

1353. Lord *Granville Somerset.*] Can you fix the date of this transaction?—It was either the latter end of January last or the beginning of February. We have not paid the carrier for those goods, in consequence of the expense we have been at in sending them down to Gravesend.

1354. When were those goods delivered into the custody of the railroad company at Manchester?—I cannot call to mind exactly the day; but I believe they should have started off on the Tuesday evening, and been delivered to us on the Thursday evening for Friday.

1355. At all events, you ought to have had them on Saturday at the latest?—Certainly.

1356. That would have been in time for your getting them on board the East India vessel before she left the docks?—Yes.

1357. Whereas you were obliged, in consequence of this procrastination, to expend 5 *l.* in sending them down to Gravesend?—Yes, between 4 *l.* and 5 *l.*

1358. You are still in communication with the carriers on the subject?—We have not paid them; and we say that in consequence of our being at that expense we ought not to pay them.

1359. The information you have obtained is, that they were properly packed, and left Manchester in time, but were left behind by the railroad company's train?—That is the information I have had.

1360. Have you made application to the railroad company upon the subject?—No, we consider that we have nothing to do with them.

1361. You confine yourselves to inquire of your own carrier?—Yes; it would be useless for us to resort to the company, they would send us back to the carrier.

1362. You would rather have to do with the carrier, than have the carrying trade engrossed by the railroad company?—We should consider that a great evil.

1363. Not from any deficiency in the law, but from the difficulty of settling with the railroad company for small amounts of damage?—We think there would not be sufficient accommodation if it were in the hands of the company; it is very important, in the shipping trade particularly.

Mr. *Thomas Hughes,* called in; and Examined.

Mr. *T. Hughes.*

1364. *Chairman.*] IN what business are you engaged?—I am one of the firm of Neil, Black & Co., Irish factors.

1365. Have you heard the evidence given by the other witnesses upon this subject?—I have.

1366. Do you generally agree with them in their evidence?—Except as to regularity; I have found the regularity very complete, having had goods by four or five different carriers; but I perfectly agree with them, that if the private carriers were not employed by us, we should not get redress in case of irregularity or damage; on a small claim of 5 *l.* or 10 *l.* for damages, they would turn us round; they would be too strong for us. The private carrier at once makes recompence to us.

1367. You have found the conveyance by railway generally regular?—Yes. Mr. *T. Hughes.*

1368. You have no complaint to make against the system as it at present exists?—No, certainly not; my object is rather to uphold it in its present position. 25 February 1840.

1369. You are afraid only that the railway will get the carrying trade into their own hands?—Exactly so; that the facilities we now enjoy, we may be deprived of.

1370. Have you any special instances, or any observations, in addition to what you have already stated, which you think would be of use to this Committee?—I think not; none occur to me.

Jovis, 27° die Februarii, 1840.

MEMBERS PRESENT.

Mr. H. Baring.	Lord Granville Somerset.
Mr. Easthope.	Lord Stanley.
Mr. Freshfield.	Mr. Thornely.
Mr. Loch.	Sir Harry Verney.
Lord Seymour.	

LORD SEYMOUR IN THE CHAIR.

Mr. *William Prentice*, called in; and Examined.

1371. *Chairman.*] WHAT is your trade?—I am a meat salesman in Newgate market. Mr. *W. Prentice.*

1372. Have you signed any petition which has been presented to this House?—I have signed one for the prevention of monopoly in the carrying of goods for our market. 27 February 1840.

1373. How long have you been engaged in the trade?—I have been from 12 years of age in Newgate market; for four years I have been in business on my own account.

1374. Mr. *Loch.*] What has been the method by which you have hitherto obtained your supply in Newgate market?—There have been carriers from different parts of England, whose duty it has been to collect the meat, and furnish hampers and cloths, and bring it up to our establishment by vans, waggons, and various other means.

1375. Have you supplied the London market, from considerable distances, in that way?—Yes, from great distances.

1376. You have it killed in the country, and sent up for the London market?—Yes, there is a great deal done in that way, more than most persons are aware of who are not in the business.

1377. From what distance does that come to the London market?—A hundred miles; from the west of England particularly.

1378. Can you state the extent of supply sent to the London market by that method?—It would require a little consideration to give anything like an accurate statement; I can give a rough estimate; I should say, that upon the average, in Newgate market, there are perhaps 400 or 500 large hampers delivered each week.

1379. What does a hamper contain?—In some instances four calves, or three calves, or six or eight pigs; in some instances more.

1380. Since the railways were opened to London, have you brought any part of your supply by means of the railroads?—There have been none who have brought the goods on their own account on the railroads; the carriers have availed themselves of the railroads, in many instances, to my knowledge.

1381. Has that given you greater facility in obtaining your supply?—I cannot say that has been of great importance, because I have been in some instances disappointed, and that has been very awkward for the market; if they do not happen to hit the precise time of the train, we are disappointed.

1382. By which railroad have you received most of your supply?—By the Southampton.

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1383. Are they carriers themselves, or are there private carriers upon the line?—Various carriers have availed themselves of the railroad; they get the trade from Basingstoke to London.

1384. You deal with the private carrier, and have nothing to do with the railroad company?—Yes.

1385. What have you stated on the subject of monopoly in your Petition?—I wish to state that I conceive it would be better in the hands of the present carriers, who know the business well, and know the nature of our markets, and that it would be rather an injury to the trade, and to the consumers of meat in London, were it taken out of their hands; that it could not be done so well.

1386. You are apprehensive that the railroad company, by being carriers themselves, might interfere with the private carriers?—I have no doubt they would; and there is now a great competition among the carriers; we get the goods conveyed at a very moderate price; it would not be worth while for a person to send to us, as the profit is small, unless the rate was low; they are now vieing with each other in cheapness.

1387. You think that if the railroad company were to become carriers they would not carry at so low a rate?—I think they would have it in their power to advance the price, and there would be no power of interference with them.

1388. You are afraid lest they should become carriers, and should drive off the private carriers from the roads?—I am afraid of that, and that would produce monopoly.

1389. You are of opinion that private carriers ought to be retained upon the line?—I conceive it is more for the interest of trade in general; the profits are so extremely small, that unless the competition was kept up, as it is now, many persons would be prevented sending; the charge for carriage is extremely moderate.

1390. Having stated that, in your opinion, if the railway company were to carry along with the private carriers it would drive them from the line, has it occurred to you what would be the remedy which would prevent that which you conceive would be so great an inconvenience?—I know of no remedy, unless it is to curtail the opportunities of advancing the price by the railroad.

1391. To prevent the railroad companies charging above a certain rate?—Yes; and then I conceive the business would not be done so much to our satisfaction, for the carriers make it their sole business to go round to the persons sending. The town of Salisbury is the great town for sending meat to London; they go round and collect the calves or pigs, and take cloths and pack them, and the people have only to say, Here are so many going to Newgate market for such a person, and they write the note for them. Many of the men who send them cannot write at all.

1392. Do you get your supply cheaper now than you did, in consequence of the establishment of the railroad?—No, I think it is much about the same.

1393. Sir *Harry Verney.*] Do the public get the carriage cheaper now?—There is no difference made in the charge of late years, since the establishment of the railway.

1394. Mr. *Loch.*] You get your supply in a shorter time, do you not?—I do not see that there is any great advantage. We now get the goods delivered at 11 o'clock at night; they used to come at five or six in the morning.

1395. Do you think that the meat comes better?—I think there is an improvement, that they keep them longer out of the packing.

1396. With regard to live cattle, do many of them come by railroad?—Very few indeed.

1397. Do you conceive that if the present system remains, and the private carrier continues to carry, that accommodation is likely to increase?—I think so.

1398. Would that be a great advantage to the London market?—It might be occasionally, but not so much in live as in dead meat.

1399. Mr. *Easthope.*] You state that the carriage now is not cheaper than it was before?—Not cheaper than it was two or three years ago.

1400. In consequence of having it now by railroad, instead of by common road, there is no diminution in the expense of carriage?—None whatever.

1401. Do you think that the carriers would have availed themselves of the railroads, if they were not able to convey by railroads cheaper than by the common roads?—I really am of opinion that we do not save much by it, only that they find others do it, and they do it in consequence.

1402. Do you think they would have put down their stock, and put aside their waggons, and diminish their establishment, if they had not got the work performed cheaper than they could afford to bring it by keeping that stock on the road?—I have not considered that question seriously.

1403. If you were a carrier, you could convey your goods upon a common road; having the stock and all the materials ready to do so, you would not go off the common road upon the railroad, unless you were to get something by doing so?—I think not, certainly.

1404. Suppose the railroad companies to be prevented carrying themselves, and to be compelled to send by carriers; would that be a mode of encouraging competition for the benefit of the public, in your opinion?—Yes, I decidedly think so. On account of the price of carriage, there is such a desire to get quantities of goods, and getting their full waggon or their full van, that many would carry for 1*s.* the hundred weight less, rather than come empty.

1405. Suppose the railroad companies to be compelled to charge the same to every person coming upon the railroad, and to make an allowance to the carrier, do not you think that would increase the competition rather than diminish it?—Yes, provided the duties were fulfilled as they now are, in the way of collecting and distributing hampers, &c.

1406. Do you think that the railroad company being enabled to convey goods for the public, and avowing their will to do so at a certain price, does not keep the carrier from charging more than that price?—I think it does not; it is their interest to be as low as possible, to make it answer the purpose of those that send; there are plenty of persons in the country who say, I will keep on sending if I can get a very small profit.

1407. You say you have a great quantity of meat from Salisbury, by the Great Western Railway, how many carriers are there on that line?—I think six.

1408. There the railroad company do not carry at all on their own account?—They do not.

1409. And the price of carriage, you say, is the same now as it was before?—It is the same as it was two or three years ago, but it is paid in the country; I do not pay it myself, it is paid by the person sending the goods.

1410. Suppose the railroad company were in the situation to carry from the end of that line up to London, and they did it at the price, or a little more than the charge of the carrier, would not that be the means of rather encouraging the competition and keeping down the price as referable to the public?—Not unless they could carry out all the different plans now in use, as I have before stated, such as collecting the things and taking back the money; many of the carriers take back the money, there is not even a letter written where the amount is small; I am afraid the railroad company would not be able to do so well, it is quite a business of itself.

1411. You think they would not take the same trouble?—I think not.

1412. If they would take the same trouble, and if they charged the public a small amount more than they charged the carrier, would not that increase the competition?—Yes, but I fear the result would prove otherwise.

1413. Sir *Harry Verney.*] Do you think that if the carrying were all in one hand the monopoly would be injurious to you?—Yes, and not merely to me, but to the public.

1414. Four years ago, before any railways came to London, what was the circuit from which you obtained your meat to London?—Quite as great; we have not made any difference; we have always had meat from 120 miles round.

1415. Do you think that there has been any difference of late?—No; were the railroad entirely disused I think that the supply would be the same.

1416. Do you not get dead meat from a greater distance than you did?—No; I have had dead meat from Liverpool, but that was almost a solitary instance.

1417. With regard to the state of it, is it not kept later than it used to be?—No, the only advantage is, that in very hot weather they can keep the meat out of the packages longer: we have our calves which have been packed over night, in the next morning.

1418. In the summer you may get up meat 100 miles during the night?—Yes, we can.

1419. Could you do that formerly?—They have come, but not a very easy matter, by means of fly vans; the difference is this, the time of starting operates so upon us that we have meat sometimes delivered at 11 at night, which causes

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the expense of watching, &c.; whereas we formerly had it delivered at six in the morning, which is full time for our business; all those hours it is lying here instead of being on the road.

1420. Has there not been a great deal of live meat from the vale of Aylesbury?—Yes, there was at all times.

1421. Does not the live meat travel better by railway?—I do not think it does.

1422. Mr *H. Baring.*] Does it travel better at all by railway?—I do not think it does.

1423. Sir *Harry Verney.*] Is not there a great deal of waste by the travelling of cattle in warm weather?—That is prevented now by their resting.

1424. How long will a bullock be travelling 50 miles, for instance?—A bullock coming from Norfolk, intended for the Friday's market, will leave on the Monday previous, and have to rest at various places on the road.

1425. Does not a bullock suffer by travelling from Norfolk 100 miles?—It does suffer certainly, but in as slight a degree as can be conceived.

1426. Lord *Granville Somerset.*] Have you had any dead meat up by the Birmingham railroad?—I have from Liverpool on one occasion.

1427. You are not in the habit of having it up regularly?—No, we have not touched upon that in the way of business.

1428. Have you any dead meat come up from that district by other means than the railroad?—The utmost extent of our consignments from that quarter is from the town of Leicester; we have had large consignments of hind quarters of mutton and loins of beef for some years: they have come up generally by Pickford's conveyances.

1429. Do you know whether those come up by railroad or by van?—I am not fully aware whether they came by railroad at all.

1430. Are they delivered now about the same time as they used to be?—Just about the same; they are mostly delivered late in the afternoon for the next morning's market.

1431. There has been no alteration in the hours of delivery?—No.

1432. With regard to the meat brought up to you, as a salesman, are you responsible to the parties for the goods you sell?—Our responsibility is this, to make the best price we possibly can, and if it is not delivered in proper time, and does not make a good price, we suffer, inasmuch as the parties are discouraged; our object is to make it worth their while, by making the best price, and satisfying them.

1433. You have a per centage?—Yes, a small commission.

1434. You must sell a great deal of meat, the commission being small, to make it worth your while to attend to it?—Yes, we suffer with our customers, if it does not come in time.

1435. Take this case, that a certain quantity of meat is sent up to you from Salisbury for sale, that by some means that is not delivered in due time, and that the meat is spoiled, who would sustain that loss?—Our employers.

1436. Not the carrier?—The carriers occasionally make an allowance; if a man has lost 5*l.* on meat by delay, the carrier makes an allowance.

1437. Has it occurred to your knowledge that a carrier has been obliged to make compensation for the damage to meat by delay?—Very frequently; where we make our statement, we invariably write, stating whether the meat arrived in time or otherwise; and, if it is by the fault of the carriers, we state that; and generally a letter comes to know the loss sustained, and we write our estimate, and it is paid by the carrier.

1438. In fact, the carrier is responsible to the parties sending the meat for its delivery in due time?—Yes, for the market; if the market is lost, they pay for the loss.

1439. Suppose meat was a fraction lower one day than another, and you were not able to sell on the day on which it was higher, should you look to the carrier for the difference?—Yes, sometimes it may happen that no loss may accrue; there may be an improvement in the market; then we have written to say, that though it was delayed, we conceived there was no loss, and then the carrier has been exempted.

1440. If by the delay of the carrier, it should have arrived at a lower market on the following day, you would look to the carrier for remuneration?—Yes, 4*d.* a stone, or 2*d.* a stone, or whatever it may be.

1441. Beyond that, you look to the carrier in case of a loss by the meat being injured?—Yes, that has happened frequently.

1442. You

1442. You wish to prevent that being taken off the carrier and put upon the company?—I should not wish to see that; I conceive the carriers have had more in their hands to understand the market, and to get the goods in in time for the different markets, and I conceive there would be much confusion occasionally.

1443. At this moment there is an undivided responsibility with regard to one party; the carrier not only conveys the meat from the seller of it, but he also collects and packs it?—Yes; there are little vehicles drawn on wheels by men with empty hampers; the cloths are found by the carriers' men, and the goods are packed by them, and the notes written.

1444. Do you conceive the railroad company would be likely to conduct that themselves so satisfactorily as the common carriers?—I have no hesitation in saying that I think they could not; it is a business of itself.

1445. Do you think if you wished to get remuneration for neglect of the railroad company, you should get it so easily from the company as you have been in the habit of doing from the common carriers?—I conceive not; the carriage is stopped, or they bring us so much a stone for the loss, and we remit it in our account, which we send by cheques.

1446. You think you have more facility for obtaining redress for loss against the carriers than you should have from the company?—I conceive so.

1447. Lord *Stanley.*] When do you conceive the carriers' responsibility to arise?—From the time that the meat is enclosed in the hamper till it is delivered to us; they are responsible to us that it should be with us by six in the morning of the market.

1448. Supposing a carrier has no means of bringing up the whole supply requiring to be sent up to you, and a portion of it in consequence is left behind, you having given the carrier no previous notice what amount you should require, should you consider him in that case responsible for the delay of that part which, for the want of means of conveyance, he had not brought up?—Certainly not; I should conceive in that case, where there are so many carriers, his alternative would be to send by another carrier.

1449. Suppose, on the arrival of the goods from different quarters at the railway station, there were not the means of carrying on the whole supply, do you think you should have, by analogy, any demand against the railway company in respect of that portion left behind?—I should urge my claim against the carriers.

1450. You would urge your claim against the carriers, considering it to have been the carriers' duty to have made previous arrangements, and to have given the railway company notice of the amount of accommodation required?—Exactly so.

1451. And if no such notice of the amount required for a particular day had been given, should you think they would be responsible for the amount of goods not brought on?—I should not; but it is generally known what is the amount of goods likely to come. There is a market in Salisbury; there are a quantity of dead calves lying in their skins; the buyers go into the market and buy them, and the carriers know about the number there, and the persons who will buy them; they will judge even how many hampers will be wanted, knowing what a hamper will convey; there are four calf hampers, and three calf hampers, and so on.

1452. Supposing you had made an arrangement with your customer to send you up so much meat, and it should happen he had had no communication with the railway company, and that they should be left behind in consequence of the want of accommodation, in consequence would you conceive you had a claim against the railway company, or against the carrier for not having given notice?—Against the carrier, for not having made the arrangement.

1453. Do you think it possible for the railroad company to take upon them the responsibility of providing accommodation for any amount of traffic which may come in on a certain day?—I conceive so; there are particular days on which it comes, and we generally know a clear day before it comes; I receive a note on the Thursday or Friday, stating that I shall have so many calves on the Saturday; therefore there is the opportunity of notice.

1454. As a foundation of claim against the railway company, you would consider it necessary that there should have been notice given to the company the day before of the amount of accommodation required?—Yes.

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1455. Mr. *Loch.*] You do not look to the railway company at all?—No, we have only to do with the carriers; the innkeepers in London undertake to deliver the goods to us; if the carriers had not the business, that would operate very much against the innkeepers, who have carts and men to deliver those goods from the waggons to us; they have so much a hamper.

1456. Does much of your supply come by the London and Birmingham Railroad?—No; we had one instance of a supply of Welsh mutton from Liverpool.

1457. Is there a great deal of meat comes from the line of the Birmingham Railroad?—There is a good deal comes from Leicester, but I do not think they avail themselves of the railroad.

1458. You were never examined before any railroad committee as to the amount of meat that might be expected by railroads?—No, I never was.

1459. *Chairman.*] As you signed the petition which has been referred to the Committee, did you sign it from feeling at present any evil effect from the interference of railroads, or from the apprehension of an increased monopoly by the railroad companies?—Clearly from the high probability of an increased monopoly.

1460. At present the influence of the railroad company is not injurious to your trade?—Quite the contrary, as it now works.

1461. Only you fear that if the carriers were put off the lines it would be injurious?—I think that then competition might cease, and that persons might be deterred by the scale charged, or the want of accommodation, from sending; there are persons in the country so unacquainted with the mode of packing and sending off their goods, they really do not know how to write to their salesmen, and the carriers have many things to do for them.

1462. Mr. *Loch*]. Who pays the cost of sending the goods to London?—The persons in the country mostly pay so much a hundred weight before it starts.

1463. Was that the custom previous to the opening of the railroad?—Yes; in some instances we pay it when requested, and deduct it from the amount of the account, and send back the money by the carrier in some instances, and in others by the post.

1464. Do you pay the railroad charges in the same way?—We pay the carriers their charge, whatever it is, and they settle, of course, with the railroad company.

1465. Do you know whether the carriers charge the same, or less than they did?—I think they charge about the same; it is as low, I think, as it possibly can be for the distance.

1466. Is it your opinion that the reason why they send it up by carrier is that they send it cheaper than they did, or not?—I think it is hardly any emolument to them; they have no establishment to keep up, but there is but little profit to them.

1467. What induces them to prefer the railroad, if it has no advantages?—I conceive that they hear that there are certain carriers upon the railroad, and that they think that, unless they do the same, the others will have an advantage in consequence.

1468. Mr. *H. Baring.*] Is not there less risk in respect of horses and waggons?—Certainly.

1469. Mr. *Loch.*] Is there the same certainty of delivery in London that there was?—I do not think there is any great improvement in that respect, because occasionally they miss a train, and we get a delay. There have been instances where we have got the goods too late by railroad.

1470. Do the carriers deliver to you in London?—The town-carts go up and meet the train, the carriers' carts; each has his respective agents, and they take the goods consigned to us, and deliver them to us.

1471. Mr. *Easthope.*] You assume that it would be a great damage to the inns, that is, the agents who deliver in London, if the railroad company were themselves to have the delivery of the goods?—Very great; it is quite a business. That would destroy all business.

1472. That which they do would be done by the railroad company?—Yes, their business would be entirely at an end. They make a very moderate charge on each hamper; they will deliver to us a very large hamper, containing four calves, for 1*s.*

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1473. Do you know whether the carriers were a considerable time before they came by railroad?—I know they were a considerable time.

1474. Speaking of the Southampton and London line, by which you have the greatest quantity of meat, how many carriers came upon that at first?—I think one, at first.

1475. The others came on very reluctantly, did they not?—One after another. I have heard them say that they came on because they did not like to be worse than their neighbours; that they liked to have the same facilities as their neighbours. Country people ran away with the idea that it might be a great advantage.

1476. Did the person that came on first get the trade of those persons who delayed to come on?—I do not know whether that was the case, but they thought it would be so.

1477. Lord *Granville Somerset.*] Can you state to the Committee any instance in which live cattle, having been brought by any railroad, have received serious damage?—I can, from my own observation.

1478. When did that occur?—It was in the lamb season; I suppose last May, or June, or July. There was a quantity of very superior lambs; I saw 13 of them myself hanging up in Newgate-market, that could not be sold, except for inferior purposes; in fact, they were hardly eatable.

1479. Were those lambs killed?—They were nearly all killed by the railroad; we had the carcases sent up; they were all of the finest description; but I think they did not make above a fourth part of their value.

1480. Whose lambs were they?—I believe they belonged to Mr. Smeaton, living somewhere on the road near Boxmoor, I think; or lower down, perhaps.

1481. Were you employed by him to sell those carcases?—No; I saw them in the market.

1482. Who was employed to sell them?—I think Mr. Harris, of Newgate-market.

1483. Do you know whether any damage was charged to the railroad, or any remuneration given to the party who lost the value of those lambs?—I never heard; but I believe he desisted from making use of the railroad after that time.

1484. Do you think they were coming up by carriers?—He was bringing them upon his own account; he is a live salesman in Smithfield.

Mr. *Henry Edward Dibbin*, called in; and Examined.

Mr. *H. E. Dibbin.*

1485. *Chairman.*] YOU are a carrier, are you not?—A carrier and innkeeper.

1486. To what part of the country do you carry?—I am a carrier between London and Bristol; and connected, as carriers' agent, or innkeeper, with Reading, Southampton, Salisbury, and also with other towns.

1487. Have you any connection with the northern parts of the country?—None whatever.

1488. How long have you been engaged in the trade?—I have been used to the business nearly 20 years.

1489. In your trade at present, do you use the two railroads, the Great Western and the Southampton?—Yes, I do.

1490. Mr. *Loch.*] What sort of goods do you carry?—All descriptions of goods.

1491. Principally from the country to London?—Both ways; up and down.

1492. Are they in equal proportions?—The down-loading generally exceeds the up-loading.

1493. Is it requisite for your trade that there should be much exactness in the delivery?—It is very essential; most particularly with respect to the up-goods, which are generally perishable articles, meat and poultry.

1494. Any butter?—Very little butter is conveyed by me.

1495. How did you convey them before the railways were opened?—On the common road, by means of vans and waggons.

1496. Do you now convey much by that mode?—Yes; but the majority is conveyed by railroad.

1497. How do you receive them by railway, by the same means by which you

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you conveyed them to London before?—We cart them from the railroad station.

1498. To what distance from London does your trade apply, do you collect them all the way down to Bristol?—Yes; below Reading the Bristol waggons send to the different towns.

1499. Has the establishment of the railway enabled you to extend the circuit within which you get your supply?—No, I think it has not.

1500. Has the establishment of the railroad given you considerable facility for getting your goods to London?—It has had the effect of increasing the speed.

1501. In point of expense, how has it been?—I have not made an exact calculation; but I think on the Great Western it rather exceeds; indeed I am sure it rather exceeds the expense on a common road.

1502. If it exceeds that expense, why do you use it?—On account of the increased speed.

1503. The increased speed makes up for the difference in cost?—The public will have increased speed.

1504. Do you make an additional charge in consequence of this?—No, we do not.

1505. Then it is a loss to you?—It is rather a loss.

1506. You have a longer time for collecting your goods in the country, probably in consequence of the increased speed?—Yes, we are enabled to leave at a later hour in some cases; in others we cannot avail themselves of the time, it is of no use to us.

1507. In what way is it of no use to you?—For instance, in the conveyance of meat for the London markets, it is necessary that the meat should be killed a certain time before it is packed; and we might just as well have it in the morning for the common road conveyances, as have it upon the railway to start in the evening.

1508. At what time does the meat arrive in London?—We used to get it in at any hour we thought necessary; about three o'clock in the morning we generally brought it in.

1509. At what hour do you get it in now?—That is at the option of the railroad companies; at present the Great Western allows us to get it in at the same time we used to do.

1510. Did they refuse to do so at any time?—They used to be very irregular at one time.

1511. Has that irregularity begun to be corrected?—Yes, they have been more regular of late.

1512. Are they attentive to the complaints which are made to them?—In some instances they are; there are other matters we cannot get redress in.

1513. Is there any immediate inconvenience you suffer from using the railroad?—The greatest inconvenience is being obliged to conform strictly to their time; that we are not able to accommodate the public as we used to do; we cannot afford the same accommodation we used to do, on account of being obliged to conform strictly to the railway time; we used to wait occasionally if it was required, now we cannot do that; the railway companies will not receive our goods unless we bring them at a stated time, and that may delay the goods 24 hours.

1514. There is great inconvenience arising from that circumstance?—Yes.

1515. Are you frequently obliged to leave behind goods that you would otherwise have brought up to market?—I think that is the case occasionally.

1516. Are the Great Western Railway Company carriers themselves on their own account on their line?—They are carriers on their own account; I think that begun in October, at the opening.

1517. Does that interfere with your business at all?—Yes, it does in a degree.

1518. Do they carry cheaper?—I can hardly speak to that.

1519. How do they manage that portion of the trade which consists in collecting the goods along the line; do they send out persons for the purpose of getting chickens and other articles?—No, the butchers or farmers bring their produce to them.

1520. Is not that complained of by the butchers and others who supply articles?—I have not had any conversation with them upon the subject.

1521. If

1521. If it is a great disadvantage to the traffic to collect the goods, why do they send by the railway?—There are very few instances at present of their bringing goods; the bulk are brought by us as common carriers.

1522. If they wished to increase their trade, would that lead to the ruin or destruction of your trade?—I think it would be utter destruction to our trade.

1523. For what reason do you think so?—Because they would have the means of giving advantages which we could not to the public.

1524. What are those advantages which they could give to the public which you could not?—The being able to forward goods more frequently than the common carriers can do.

1525. Do you think they would not forward the goods of private carriers so frequently as they would the goods they brought themselves as carriers?—I think every one generally leans towards himself; I do not wish to say that the railway companies would be so illiberal as to put that in force; but it might be done, and that would be our destruction.

1526. It is rather the apprehension of what may be done than anything you have at present felt?—I have heard that it has been done on lines which are completed, and lines which I think are not yet completed, but only in their infancy.

1527. It is that apprehension which has induced you to petition?—Yes; and finding that the railway companies are working against us at the present moment.

1528. Do you carry upon the Great Western alone, or the South Western also?—On both; I am agent for a waggon-house on the South Western.

1529. *Chairman.*] How many carriers are there upon the South Western?—There is but one Southampton carrier, but there are many carriers upon that line; I am agent only for one Southampton carrier and one Salisbury carrier.

1530. Lord *Granville Somerset.*] Can you state how many carriers there are at this time between Southampton and London?—I believe three.

1531. How many between Salisbury and London?—There are three large concerns on that line, and two on the Southampton; and, I believe, some minor ones.

1532. Are there any other carriers to the west of England, who use the Southampton Railway?—I believe the Taunton carriers do.

1533. Are there many of them?—I believe there is only one at present on the line.

1534. *Chairman.*] Have you ever suffered any loss or damage to your goods on the railway?—Yes.

1535. Of what nature was that loss?—On the South Western we have lost packages altogether.

1536. Mr. *H. Baring.*] What description of packages?—Trusses and boxes.

1537. Lord *Granville Somerset.*] Which way were they going?—It has been principally going down where we have met with losses.

1538. Will you explain the circumstances of any loss?—I have no particular circumstances to explain, we have missed the goods on unloading.

1539. Having put them into what you considered a safe place by the railroad?—Yes.

1540. Was that a place dedicated by the railroad to you?—What we used to do of the business was to convey the goods from the city in waggons to the station, and there unload into the company's trucks; and at the other terminus to take them again on our waggons to complete the journey on the common road.

1541. Did you lose those goods between the arrival at the terminus in London, and the arrival at the other terminus?—That is the presumption.

1542. Can you prove that?—I am not the principal in the business, and am not prepared to say whether that can be proved or not.

1543. Are you able to prove that the loss took place during the time the goods were in the possession of the company?—I do not know that I could produce positive proof of that; I attribute the loss to the exposed situation in which the work used to be done.

1544. Have you made any application to the railway company on the subject?—Yes.

1545. What has been the reply?—The reply has been that they would not be

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be responsible for any loss or damage unless it was occasioned by fire from the engine or the effect of the engine.

1546. That as to their being stole, they had nothing to do with it?—Yes, that they would not make us satisfaction for that.

1547. *Chairman.*] Were you held responsible to the owners for the goods?—The carriers were, I believe.

1548. Mr. *Loch.*] Did you pay your customer for the loss of those goods?—I am not the principal in the business, and I cannot say whether they were paid for or not.

1549. Have you lost any goods by the Great Western?—I believe we have lost a single package since we went upon it; that was in December last.

1550. Mr. *H. Baring.*] Did you get any remuneration?—No, they declared themselves not responsible.

1551. You received the same answer from them which you received from the Southampton?—Yes.

1552. Lord *Stanley.*] Did you prove in that case that the package was ever in the custody of the company?—The matter has not yet been gone into; there has been no claim made, I believe, for the loss, and it has not yet been investigated.

1553. Mr. *H. Baring.*] Did you consider it useless to put in a claim?—Quite so; Mr. Seymour Clark, the chief superintendant of the railway, told me, that if a certain insurance or charge for loading was paid, the company would then take the responsibility for the safe loading of the goods.

1554. Lord *Granville Somerset.*] Are you prepared to put in any agreement with the Great Western for the carriage of your goods?—We agreed to pay so much a ton; there is no agreement in writing.

1555. With respect to the parcel you lost by the Great Western, where was that going to?—To Reading.

1556. Mr. *Freshfield.*] Has any claim been made by the party to whom it was addressed upon you?—This Reading business is also one in which I am agent only; it is the Bristol concern in which I am engaged which I carry on the Great Western.

1557. Lord *Granville Somerset.*] When did you commence carrying Bristol goods on the Great Western?—I think the 19th of November.

1558. Have you lost any goods from that conveyance since you began?—No, not from my own conveyance.

1559. Have you had any damage?—Not by the effect of the railway that I am aware of; we work in a different manner, we place our van on a truck, there is no loading and unloading; it is driven on just as a gentleman's carriage, or a stage-coach may be.

1560. Therefore, when it arrives at the station at this end, all which is done is to put it on the truck, and carry it on?—Yes, that saves us the high charge they make for loading and unloading.

1561. Can you carry small parcels without an extra charge?—There is no question made upon that point.

1562. If you carry 100 small parcels, can you charge them separately, carrying them by weight?—Yes; there has been no question at present on that subject.

1563. Mr. *Loch.*] You say there has been no question at present; why do you add those words; do you expect that question to be started upon you?—I should rather think it is likely, because there is a clause in some of the Acts of Parliament by which I believe some of the companies have power to make an extra charge.

1564. Do you know that there is an extra charge made by some companies for the conveyance of small parcels?—No, I do not.

1565. Have you any agreement with the South Western?—I am not aware of anything beyond a verbal agreement.

1566. With regard to small parcels by the Great Western, are you allowed to carry small parcels either separately or in larger parcels?—There has been no restriction on that subject.

1567. Are you at liberty to carry them in the same manner as you do on the other railway?—Yes, we carry all the goods at one price.

1568. Is there any understanding with the directors that you shall not charge a less

a less price than they do?—No, there is not; but there is no fear of our doing that.

1569. There is no such arrangement?—No.

1570. Is there any arrangement that you shall not charge more than the company?—None whatever.

1571. Mr. *H. Baring.*] Have you suffered much inconvenience from the want of punctuality of the railroad?—We have at times.

1572. Lord *Stanley.*] Are you to be understood that there is no restriction by the company that you shall not deliver parcels which you take down at a lower rate than the company would deliver the same parcel carried separately?—Just so; the subject has not been brought forward.

1573. Mr. *Thornely.*] Do you pay one uniform rate for large and small packages?—Yes, so much a ton; taking what we like.

1574. Lord *Stanley.*] Are you practically paying more for the conveyance and delivering of your small parcels for your customers than would be charged for the same parcels by the railroad?—I do not know what their charge is; therefore I cannot answer that question.

1575. Mr. *Loch.*] Do you, in fact, collect a number of small parcels together, and put them into one package, and pay the railroad company according to the bulk?—The bulk of the goods are generally larger; there is now and then a small one among them.

1576. You are not in the habit of carrying what are called coach-parcels?—There are a few; but they are generally so few by the carriers it is no object; there is not a large proportion of them.

1577. Do you carry them singly, or do you put them into a larger package, and pay the railroad company according to their weight?—We carry them as small parcels when we have them.

1578. Mr. *Easthope.*] With reference to the Southampton Railway you pay by the ton?—Yes.

1579. The Southampton does not take your vans upon their trucks, but your goods are removed out of your waggons and carts into their carriages?—That is the case.

1580. You take all your small parcels openly, without any concealment at all?—Yes.

1581. And you do that because there is no objection made to it, you having to pay so much a ton for all descriptions of goods?—That is the understanding we have.

1582. Lord *Stanley.*] The railway company, you say, charge you so much a ton; do you mean to say that in carrying down a number of parcels, you charge your customers at the proportion paid; or in distributing your parcels in detail, do you make a charge beyond that which the railway company charge you?—We have a fixed scale of charges, which we adhere to according to the state of trade.

1583. The railroad company charging you by ton for the whole weight you carry down, do you simply charge your customers according to the same scale on the fractional parts when you distribute the goods to them?—We charge our customers by weight.

1584. Do you charge by weight according to the same amount of price which you pay the railway company per ton; for instance, do you charge a twentieth-part for a cwt. which the company charge you for a ton?—The only thing which regulates our charges, is the competition upon the road. There is a certain price, and whether we pay the railroad one price or another, whatever is the price agreed between the public and the carrier, we charge.

1585. Do you charge to your customers, when you deliver the parcels in detail, a twentieth-part for a cwt. what they charge you for a ton, or do you make a profit upon the parcels beyond that which the railway company charge you?—We are working both on the railway and on the common road; we are not entirely working on the railway; but there is one charge at the present moment on both.

1586. Mr. *Loch.*] You do not charge for a small parcel at a greater rate than that at which you pay the company?—That requires a calculation.

1587. Sir *Harry Verney.*] What would be the expense of sending a small parcel of the size of this Report?—A shilling.

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1588. How many small parcels go in a van, on an average?—Perhaps we may get two or three in a van; but they generally go by coach.

1589. Mr. *Easthope.*] You calculate probably upon parcels of that sort, that you get a much larger sum in proportion to their weight than you do upon the heavier goods?—In some cases; but some of the small parcels are taken by actual weight, and delivered to the customer at the same rate.

1590. Do you mean when they go by railroad?—Yes; I speak of the carriers' charge.

1591. You pay the railroad at the same rate for a small parcel and a hogshead of sugar?—Yes.

1592. For a parcel of the description just shown to you, you get 1 *s.* from your customer?—Yes; supposing that parcel was going to a person who was not a regular customer, the price to Bristol to a stranger would be 1 *s.*

1593. Mr. *Thornely.*] But you pay the company at the rate of so much a van, as for bulky goods?—Yes.

1594. Have you a deduction or per-centage, or is there an agreement for a fixed rate to be paid without deduction?—I believe on the Southampton Railway there is an allowance to the carrying trade of 1 *d.* a ton per mile; but on the Great Western I understand they are offering to carry for the public at the same price as the charge of the carrier.

1595. Do you know that fact?—I have been informed of it by persons in the trade.

1596. Mr. *Loch.*] Is that deduction given you for the purpose of meeting the profit the carrier has to make?—I presume that is the case.

1597. Lord *Granville Somerset.*] In your bargain with those railway companies, have you any agreement that you must pay for a certain amount of goods whether you carry them or not?—No, not in those vans.

1598. Have you any difference in charge on the goods you send up or down?—No, it is uniform; we pay the same either way. When a van is sent upon the railway at a certain price, we pay a uniform sum whether it is loaded or only half loaded; they make no allowance for light goods.

1599. Do they charge extra for heavy loads?—Yes, they charge more for loads if they are over-weight.

1600. That is the charge you pay?—The charge from Paddington to Twyford is 2*l.* either way; if it was an empty van we should send it down at the weight of the carriage, but supposing there was a package in it we should pay 2*l.*

1601. What is the highest weight you may put into that van to be carried for 2*l.*?—The highest weight they will take is 4½ tons, including the weight of the van.

1602. What is the weight of the van when unloaded?—Something about 21 cwts.

1603. Then they will carry to Twyford nearly 3½ tons for the 2*l.*?—Yes; then they charge us for passengers besides.

1604. Do you ever carry passengers by railway?—We do.

1605. As guards, or as passengers?—As passengers, paying their fares; persons in the lower stations of life.

1606. They afterwards go on with your vans from the terminus at Twyford?—Yes.

1607. How many do you think you may carry by each van?—I have known 12 or 14.

1608. Are you licensed for that?—There is a duty paid for that, I think; there is no licence at all connected with vans and waggons if they are within a certain pace; if they exceed a certain pace they require a licence.

1609. What is your pace in that van upon the railroad?—Rather under three miles an hour; about two miles and a half an hour.

1610. Have you often carried as many as 12 or 14 passengers at a time?—That may be done, but it is not often, I believe; there may be three or four passengers at a time.

1611. Did you find that class of passengers increasing since you have gone by the railroad?—No.

1612. What difference would there be to a passenger going from London to Reading

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Reading by your van, as compared with any other conveyance?—We never carry passengers to Reading; only for longer distances.

1613. You do not carry them by van along the Southampton Railway?—No.

1614. What is the minimum weight they will charge for your vans there?—I think the lowest weight is three tons or three and a half; we do not send our own vans there, but the goods are put together.

1615. Will they take your goods as common carriers, supposing you send only a hundred weight or two hundred weight?—I believe they would, but I have never tried that; we always have a great bulk of goods at one time.

1616. You do not know whether, as on the Great Western, you would have to pay the same for a small quantity up to a certain amount as you would for a large quantity?—No, I am not certain upon that point.

1617. Mr. *Easthope.*] Are the van passengers subject to the mileage duty?—I believe so, by railways.

1618. When you convey passengers in the van, do they pay the mileage duty to which the railway is subject?—That I am not aware of; we contract at so much a head with the railway company, and pay for them in addition to the tonnage; it is not a privilege given to us to carry passengers.

1619. You pay for the passengers as distinguished from the goods?—Yes.

1620. Is the charge you make the same, or much below the common rate for passengers?—Not much below; it is below.

1621. You do not know whether those passengers are subject to the mileage duty or not?—No, that is a matter with the railway company.

1622. Lord *Granville Somerset.*] Do those passengers go in the van, or in an open carriage?—They go inside the van; it is open at the end behind; the passengers ride the same as in waggons.

1623. Mr. *Easthope.*] Do you remember what you pay for passengers from London to Twyford?—The price we pay is 3*s.* 6*d.* to Twyford.

Mr. *Henry Harms,* called in; and Examined.

Mr. *Henry Harms.*

1624. Mr. *Loch.*] WHAT are you by profession?—An innholder and agent for carriers.

1625. What is your inn?—The Angel Inn, in Farringdon-street.

1626. Do your waggons sometimes go by the South-Western and the Great Western Railways?—Yes.

1627. You had been a carrier by waggon and by van previously to the railway, to a great extent, had you not?—Yes.

1628. Did you diminish the number of vans and waggons you had previously employed on the common roads?—Yes.

1629. Do you carry a considerable quantity of goods now on the railways?—A very large quantity.

1630. Do you find it a convenience to your business to carry by railroad rather than on the common roads?—Yes.

1631. What is the convenience you experience from the use of the railroads?—We can give our customers more accommodation by their being carried quicker.

1632. What are the inconveniences which arise on the railroad?—The greatest inconvenience I experience is the irregularity in the time, and the late time at which the train sometimes arrives.

1633. Do these two facts you mention apply to both railroads, or more to one than another?—To both.

1634. Do they arrive too late at night?—They arrive too late in the morning, just now, on the South Western.

1635. At what time do they arrive?—They arrive sometimes as late as four o'clock in the morning; I believe they did last Saturday morning.

1636. What was the time at which you got your goods previous to the railways?—We could be in the city with the goods at three. When I say they arrive at four o'clock, I mean at the station at Nine Elms.

1637. That interferes with your business?—Yes, particularly in the up-trade.

1638. What are the goods you bring up?—Meat and poultry.

1639. Have you, on any occasion, lost the market in consequence of the delay?—

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delay?—No; I never lost the market, but I have had cause of complaint in consequence of their being too late.

1640. Have they arrived after the customers have left the market?—No, I think not; the inconvenience has not extended beyond the day; I believe the delays have been unavoidable.

1641. Have you inquired what were the causes of the delay?—Yes, it has generally been occasioned by accidents, such as the slipping of a bank.

1642. Are the inconveniences such as are likely to continue when the railroad is more settled?—I think they will not occur so frequently.

1643. They are incident rather to the opening of the railroad having been so recent than to other circumstances?—Yes.

1644. Has the state of the weather of late occasioned this in any degree?—I think so.

1645. That has caused the banks to slip, and thereby occasioned an inconvenience which will not be likely to occur in another season?—I think so.

1646. Are the South-Western Company carriers upon that line to any extent?—They are.

1647. Does that interfere to any extent with your business as a carrier? It does.

1648. Does it interfere with your business more to your injury than to the injury of the public?—I am an agent, not a carrier; it interferes with my principals.

1649. In what way does it interfere with them?—Because the Southampton Railway Company are offering to carry goods for the public at almost the same price as they carry for the carrier.

1650. What is the difference?—On some goods there is a discount allowed of 7½ per cent.

1651. Upon what goods?—Upon coals and corn.

1652. What is the rate upon meat?—For meat we are charged at a different price; we are charged upon corn at 3½ *d.* per ton per mile; upon meat and all other goods we are charged at 5 *d.*

1653. Upon corn there is a discount, is there not?—Seven and a half per cent.

1654. Is there a discount on the others?—None at all.

1655. Mr. *Easthope.*] Do you mean that they would carry for the public at the same price as they charge you?—I cannot say that positively.

1656. Do you know that they have announced to the public that they will not carry for the public at less than 6 *d.* a ton per mile?—I have seen errors of the railway company, that they have not charged at that rate. If a person were to apply to the company they would not tell them 6 *d.* a ton per mile, but they would tell them 19 *s.* a ton from the station to Basingstoke.

1657. That is at the rate of 5 *d.* per mile?—Yes, that is in quantities.

1658. Do you believe that, for the public generally, in quantities they would charge 5 *d.* per ton per mile, the same as to the carriers?—Yes, I am positive of that.

1659. Have you known of any cases?—Yes; I have several friends who have inquired at Vauxhall what their charge for cheese would be, and they have said 19 *s.* per ton.

1660. Is this hearsay?—I have seen the account, and I can give the names of the parties, not carriers.

1661. Would it be inconvenient to you to let the Committee have that information?—Not the least; I will do it with great pleasure. One was of the name of Pothecary, living at Salisbury.

1662. What is he?—A cheese factor.

1663. Is he a carrier also?—No.

1664. Mr. *Loch.*] Is there any person in London you can name?—No.

1665. Can you name any other in the country?—No, I cannot positively at this moment.

1666. Mr. *Easthope.*] You feel confident that he went to them not as a carrier, and told them that he was not a carrier?—Clearly.

1667. Mr. *Loch.*] You are afraid that, in case of the company being carriers at the same rate to the public, they will run all the private carriers off the road?—Yes.

1668. Have they begun to carry any goods upon that line, so as to affect you already?—Not in quantities.

1669. Your

1669. Your apprehension applies to the future, rather than anything which has taken place as yet?—Yes.

1670. *Chairman.*] Are you in the habit of carrying small parcels?—Yes.

1671. What are called coach parcels?—Yes.

1672. When you send them on the railroad, are they put together as one large package, or sent separately?—We send them openly, separately.

1673. You are not charged for them at a different rate from other larger packages?—No, we are charged one rate for all.

1674. Mr. *Loch.*] How do you charge your customers; do you make a difference?—In some instances we do; where a person has goods down of many descriptions, boxes, parcels, trusses and so on, they are all charged by weight; but where a person has a single parcel he would be charged more.

1675. You have no trade in carrying deeds?—I am not aware of the contents of any parcels, but I think that very likely.

1676. Would you charge more on account of the additional risk in carrying them?—No, we should not be aware of the nature of the parcel; but they would most likely go down separately, and be charged more.

1677. By the railroad have you experienced any loss or damage?—We have had damage.

1678. Have you applied to the railroad companies on the subject?—Yes.

1679. What has been the answer you have received?—That they were not responsible; they would not give us any redress.

1680. Do you know whether the owners have gone against your principals?—I know they have not gone so far as to bring an action against them, but they have paid; I have seen a letter to-day from one of them, that they had got from the Southampton Railroad Company not half what they had paid.

1681. Lord *Granville Somerset.*] In what case was that?—That was with Messrs. Wallis & White.

1682. Of what nature was that?—That was for many small damages.

1683. Then by paying something they admitted the principle?—I should think not, for they have distinctly told me that they would not be responsible; I think that was more out of kindness and friendship for the carriers than from principle; the carriers do not expect that the railway company will be responsible to them for damages.

1684. They expect to be responsible to their customers?—They know they are.

1685. Do they charge a greater sum for carrying to their customers in consequence of their liability for accidents?—They get a profit over and above what they pay the railway company, which in a certain way is diminished by what they have to pay their customers for damages.

1686. In calculating the charge they have to pay to the railroad, do they take that into account?—No, I think not.

1687. Mr. *Easthope.*] Is it plainly understood between you and the two railroad companies that they will not pay for any package that they may lose?—Most distinctly.

1688. Even if there is no dispute about the package being lost in the possession of the railroad company, they still maintain that they will not pay for it?—Most distinctly; the question I put to the secretary when first I applied was, "Will you be responsible for goods lost on your line?" "No, we will not."

1689. Is it the fact that this necessarily applies to goods carried partly by railroad and partly by common road?—Yes; because they all are sent to the railway first by our waggons.

1690. In the statement on the part of the company, whether parol or written, was it stated that you might send your own servants to superintend the packing?—No; I will give the expression of Mr. Read, the secretary. I inquired of him their terms for conveying goods, and I then asked him whether they would be responsible for damage done by the men on the station, or for loss on the railway. He distinctly told me "No." I said, "That is very hard that the carrier should carry goods on your line, for which he will be responsible, and not have a remedy against you." He said, "It does not appear to me at all hard; we do not charge you for the labour. If you borrowed your friend's servant, and he did a damage, you could not expect your friend to pay for that." Therefore, we distinctly understand that though their men, by carelessness or

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accident, break a puncheon in unloading, so that the liquor in it be wasted, the company will not be answerable for the damage.

1691. Suppose, during the stoppage of a train at a station, a package was stolen from the railway truck, does your understanding go so far as that they would not be responsible for it?—I cannot say it has extended so far as that; we understood they were not responsible for any goods left in their care, for that they did not take any charge of them.

1692. They never have paid, except from courtesy, for any goods which have been missing?—Not to my knowledge, and I have settled several accounts for them. I have received an account for damage from the company which has been done by accident once by fire; while the train was going on, some coals or sparks flew from the engine.

1693. In what other cases?—That was the only one.

1694. Are you sure that your principals ever made an application for an allowance in any case in which it has been refused?—No, I am not.

1695. Mr. *Loch.*] Have they abstained from making application in consequence of thinking that it would have met with a refusal?—A complaint was made on behalf of Messrs. Wallis & White, but was left to be settled in the next arrangement.

1696. Mr. *Easthope.*] They wrote to you to say they had been settled with?—Yes; but they had not been settled with when they had to pay their customers.

1697. Those goods are conveyed part of the way by railroad, and part by the common road?—In some cases they are; but I can mention some cases in which the goods were never in Messrs. Wallis & White's possession at all, but were delivered to the company at Basingstoke, and when they arrived at the station at Nine Elms there was considerable damage by wet.

1698. There were no cases of that kind where goods were missing?—No, not to my knowledge.

1699. That has been the subject of communication?—That is the part of the claim the company have refused to allow, in several instances, where they were very much damaged by the wet running through the divisions of their truck.

1700. Mr. *Loch.*] What labour does the company perform for the carrier; do they load the trucks?—They load and unload.

1701. They do not charge for that labour to the waggon owner?—No.

1702. Mr. *Easthope.*] Is it the practice to have a person attending on the part of the carrier to superintend?—Yes; that is the part I take most frequently.

1703. Is it on that ground they say that they will not be responsible?—I presume it is, for they say we never take charge of your goods; we make a charge for the conveyance of them, but we do not take charge of them as to marking off your way-bills, or anything of that sort; we really do not know whether we have the goods or not.

1704. Mr. *Loch.*] Are the goods weighed before they are taken off the truck?—They are all weighed by the company on the trucks; we give it them in detail, and they take it in bulk.

1705. Did you ever use any canal before the conveyance by railroad?—Not frequently.

1706. You do not know whether it is the practice there for the carrier to weigh in detail, and the company in bulk?—The goods were all weighed by detail; I do not know how the canals charge them, but I believe according to the depth of the boat, not in detail.

1707. Do the observations you have made latterly, as to the South Western Railway, extend to the Great Western?—Our trade there is different; we do not unload at the Great Western, the waggons are put on the trucks; we load them on our own premises, and they merely draw the waggons on their own trucks, and they are taken off at the other terminus in the same way.

1708. Does the railway company perform any labour for you there at all?—They do not; they would, if we desired it, but not without charge.

1709. What are the charges of the two railways, as compared with each other?—I think they are nearly alike, with the exception that the Southampton Railway Company give us the labour, included in their charge; the Great Western Railway Company do not; the Great Western Company charge us 13 *s.* per

per ton to Twyford, which, I think, is about 31 miles, and 2 *s.* 6 *d.* per ton for labour, at the two ends; on the South Western we pay about 19 *s.* per ton for 46 miles to Basingstoke.

1710. Do you receive any discount or drawback from the Great Western?—None.

1711. Are they carriers of goods also?—Yes.

1712. What difference do they make between carrying for the public and carrying for the carriers?—I really do not know.

1713. Are you afraid of the same thing happening upon that line which you fear upon the other line, namely, their running you off the line?—Yes.

1714. You feel that there is considerable risk of all the public carriers being driven off the line of those different railways?—I think there is great risk, great probability.

1715. Have you turned your attention to what is the remedy for that?—No, I have endeavoured to find out a remedy, but I cannot see one, except turning my attention to something else; I see no remedy for the public.

1716. Would it be a remedy if the companies were prevented becoming carriers?—Certainly it would; I have thought if the railway companies were to become carriers on their own account and to cause all the other carriers to leave the line, we could not oppose them, because there are none of us that would be strong enough; and if their charges were such that they thought, as they might, likely to prevent the carriers coming on their line, we could not think of opposing the railway companies, because if we did, the prices might be still lowered and they might thus drive us off.

1717. Lord *Granville Somerset.*] They might increase their charge for locomotive power?—Yes; there are various means by which they could prevent our carrying on our business.

1718. Lord *Stanley.*] Do you apprehend the railway company could carry cheaper than you can, in the ordinary mode, by the common road?—I think there is no question of that.

1719. Have you calculated the expense of the different modes of carrying goods?—I have not estimated the expense by railroad, I have as a carrier.

1720. Does the railroad carry now at a lower rate than you could afford to carry by the turnpike road?—I should say not, if we add to the expense of carrying on the railroad the expense of getting the goods to the terminus. In making our calculations as carriers, we have always considered that we could convey goods to any extent at the rate of 6 *d.* per ton per mile, and afford a profit, but that would not be an extensive profit.

1721. If the railroad company were to drive you off the line you could still afford to carry at the price which you now charge?—Yes.

1722. You have not made a calculation how far you could reduce your charge, leaving any profit to yourselves?—No, I have not.

1723. Have you any means of judging how far the competition with the railroad company might be carried?—No; I look at it in this light: if I were a carrier, and another person were to oppose me, I should immediately lower my price to prevent his working into my connection, though it might be at a loss for a time; then I fear that the railroad company will lower their price, and so prevent my opposing them.

1724. Do you mean to say that you consider 6 *d.* the lowest rate at which, on an ordinary road, you could carry at a profit?—I think so.

1725. That any reduction below 6 *d.* would leave no profit at all?—Certainly; then it must be taken into the account whether all the goods will be below 6 *d.* I have certain goods which pay better than others; I have, for instance, a waggon load one way with meat, which pays a better price; then I could take my down-goods at less than 6 *d.*, because my up-goods would make up for that.

1726. Mr. *Loch.*] Would the railway company in the same way be enabled to carry at a profit on passengers, though they lose on goods?—I do not know how they would be able to make up for the loss, if there was any loss.

1727. Lord *Stanley.*] What number of carriers were there upon the Southampton road before the railroad was established?—There were only three or four Southampton carriers, I believe.

1728. What number are there now upon the road?—I cannot say, but not so many, for Smith and Dawes, the principal carriers, are now upon the railway.

1729. Do the other carriers still continue on the old road?—Yes.

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1730. Notwithstanding the opposition?—Yes; because the charge made be Messrs. Smith & Dawes is not less than it was when they were upon the common road; but I cannot speak positively to that.

1731. The competition of the railway has not at present driven the carriers off the public road?—No; I can speak more positively upon the Salisbury line, that we cannot charge less than we did upon the common roads.

1732. Do any of the carriers on the Salisbury line still use the common road?—Yes; and we have decreased in quantity, and they have increased.

1733. Without lowering your charges?—Yes.

1734. Mr. *Loch.*] What distance do you carry by land, so as to join the railway?—Thirty-six miles from Salisbury.

1735. Have the expenses increased by the transferment from the common road to the railroad?—No; the company find us the labour.

1736. How do you account for the business of those who use the common road having increased, while yours has decreased?—I am rather at a loss to account for that, but while we had our waggons on the common road we had three times as much to carry.

1737. Do those who continue on the common road undercharge you?—I do not know that they do; I should hardly think they do.

1738. Lord *Stanley.*] The company carry themselves upon the line?—Yes, anything brought to them.

1739. They have not considered it worth their while to lower the rates in consequence of the increased amount of goods carried on the ordinary road?—They are not perhaps aware of the increase or our decrease; there is not much difference to them.

1740. The fact is, that the carriage on the roads having increased, the railway company have not lowered their tolls?—No; that has been a question they have asked me, whether they could take the trade from the common road.

1741. Have you expressed your opinion upon that subject?—Yes; merely to Mr. Stovin, one of the principal persons at the Southampton station.

1742. Do you know whether that question has been discussed among the directors?—Yes, he so informed me.

1743. What was the result?—That the company at present were not very desirous of increasing the carrying trade, on account of the bad weather affecting their embankments.

1744. Did he tell you whether any calculations were then made of the rate at which they could afford to carry goods?—No.

1745. Mr. *Easthope.*] You state that as a carrier upon the road, you can well afford to carry at 6*d.* per ton per mile?—Yes, it could be done at that; I do not say we could well afford it, but a carrier might get a bare living upon that; it would pay the carrier on one way, if there is a better trade the other way to make up the difference.

1746. Would that be on goods generally?—I should say it would not be quite sufficient if it was all at that rate.

1747. How much do you charge for goods from hence to Salisbury?—£. 3. per ton; 3*s.* per cwt.

1748. How much is that per mile?—Nearly 9 *d.* per mile.

1749. Have you never heard that the Southampton Railway Company professed to charge the public 6 *d.*?—Yes, I have.

1750. And to allow the carriers 1 *d.* per ton per mile?—Yes.

1751. You say, that by some mistake, they have not preserved that rule?—Yes.

1752. Supposing the Company to charge 6*d.* per ton per mile, what should you deem a fair allowance to the carrier?—That would depend upon what the carrier had to do; if they allowed 7 ½ per cent. and the company took them from station to station at a certain charge made to the public, he could not do it, for the carrier is expected to deliver the goods at their destination; the railway company merely take them from terminus to terminus.

1753. Supposing that where they charged 6 *d.*, they allowed a drawback of 1 *d.*, being nearly 20 per cent., would that be a full and fair allowance?—Yes, I consider that it would; that would depend much upon the distance; upon a short distance it would be insufficient, but on double the distance, it would be sufficient; if the distance is only 40 miles, it would be only 3*s.* 4*d.*; if they go 100 miles, it would be 8*s.* 4*d.*

1754. Since

1754. Since the railway has been adopted by you in part, have you diminished the charge to the public at all?—Yes, to Basingstoke, we have.

1755. For the goods conveyed from Salisbury to London, have you diminished your charge in consequence of using the railway?—No.

1756. On the goods conveyed from Basingstoke to London, you say you have diminished your charge?—Yes.

1757. In what proportion?—The amount of goods from Basingstoke is very small. When Messrs. Wallis & White had waggons to Basingstoke the charge used to be about 2 *s.* per cwt.; now, it is 1 *s.* 8 *d.*, in consequence of using the railway.

1758. Why is it you have not made the same abatement at present to Salisbury?—I can hardly answer that question, perhaps, to the satisfaction of the Committee, but the Basingstoke trade was a better trade than that from Salisbury; there was not that competition which obliged the carrier to charge at so small a rate as he was obliged to do from Salisbury.

Mr. *Edward Mitchell*, called in; and Examined.

1759. Mr. *Loch.*] YOU are a carrier?—Yes.

1760. To what places?—To the west of England, Bath, Bristol, and the south of Wales.

1761. Do you carry by the Great Western Railway?—No.

1762. Do you carry by any railway?—No, we have nothing whatever to do with any railway.

1763. You have heard the evidence which has been given by the gentlemen who have preceded you?—Yes.

1764. Have you any observations to make on what they have said?—I have only to state, that I had some time ago a proposition from the South Western Railway Company to go on their line, because I could have gone part of their way about 35 miles, that was not very much out of our traffic; upon that I made my calculation, and found it would not answer my purpose, because in the first place they do not consider themselves responsible for any losses; in the next place I should have to pay them ready money for all they carried for me, and I have to give very often six months' credit, and persons will take two or three months to consider before they will pay me.

1765. In what time do you come?—We come up from Bath in 48 hours; from Bristol we start a few hours earlier.

1766. At what time do you arrive?—At five in the morning.

1767. What are the goods you principally carry?—In coming up, bacon, cheese, and cloth; and down, we carry teas, wool, linen-drapery goods, luggage, and so forth.

1768. Is it necessary that those articles you carry should get to London at a particular time?—In the cloth, we are obliged to be in at particular times; sometimes we have meat and salmon, which must be brought in at a particular time for the market.

1769. What have you to say to the Committee, as far as regards the railroad communication?—I have nothing further to say than that I want the railway to be thrown open to the public for public competition.

1770. Could not you have gone upon the railroad yourself?—No; for the reasons I have already stated; and that, going only a short distance, it would not answer my purpose; besides mine are broad-wheeled waggons, and they have not convenience for carrying them at present.

1771. When you say you wish the railroad to be thrown open to the public, what do you mean?—For any one to go on.

1772. Do you mean that they should get locomotive engines, and carry their own waggons on?—I mean for myself to be able to go on the railway, and the company to find locomotive power, and for us to pay them for that.

1773. Might not you do that now, except that you do not find it profitable?—I can do that to Twyford, but that would not answer my purpose; taking them down the railroad, and loading and unloading, and so on, I should be a loser.

1774. Suppose the railroad finished to Bristol, what is to prevent your using it?—Then we must go by it, I apprehend.

1775. Why must you go by it, if it is more convenient to remain on the road?—

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road?—The shortness of time would make it an object to send by the railway, provided there was not much difference in the price.

1776. What is the case which you would state on behalf of the public; how are the public to be benefited by there being no competition on the railroad?—There would be a competition, because there are other carriers besides myself.

1777. Does the railroad company mean to exclude all competition of other carriers?—No, I am not aware that they do.

1778. Are you afraid that if they became carriers on the railroad they would be able to drive you off the road?—I think they would.

1779. Why should that be the case?—Because perhaps as carriers themselves they would carry at a cheaper rate than they would charge us; I have heard that they carry on the Southampton for parties for the same price that they charge the carriers, and in consequence of that they may get a preference.

1780. That is only hearsay perhaps?—I have heard it from parties connected with it.

1781. Can you mention any person to whom that has happened, who has mentioned the circumstance to you?—Mr. Harms, I think, informed me of it.

1782. In point of fact you have not at present suffered any inconvenience from the railroad, but you apprehend in case of its being opened the whole way to Bristol, they might carry on such terms as might drive you off the road?—That is my fear.

1783. Mr. *Thornely.*] Have you not heard that the Southampton Railway made a deduction to the carriers?—I have not, I have very little to do with the Southampton Railway.

Jovis, 2° die Martii, 1840.

MEMBERS PRESENT.

Mr. H. Baring.	Mr. Loch.
Mr. Freshfield.	Lord Seymour.
Sir James Graham.	Mr. Thornely.
Lord Granville Somerset.	Sir Harry Verney.
Mr. Greene.	

LORD SEYMOUR IN THE CHAIR.

Mr. Alderman *Lainson,* called in; and Examined.

Mr. Alderman *Lainson.*

1784-89. *Chairman.*] YOU are an alderman of the city of London?—I am.

1790. Have you signed any petition which has been referred to this Committee?—No, I think not.

1791. Mr. *Loch.*] In what business are you engaged?—I am in the Manchester and Irish linen trades jointly.

1792. You have been in that business for some years?—For 35 years.

1793. Were you in the habit of getting goods by canal and van, or how?—By canal, principally.

1794. Through what carriers?—Through Bache's, and Pickford's, and Robins's. The Irish linens of course come by sea; we get them from Dublin and other parts of Ireland, into the Thames.

1795. Did your goods come with considerable regularity when they came by canal?—Very much so; we could calculate in general within two hours, knowing when the goods were delivered into the carriers' hands at Manchester, the time of their arrival in London.

1796. Were you in the habit of shipping them again, or were they for the London market?—They were principally for the London market; but some were shipped again to various places.

1797. Have you been in the habit of making arrangements for shipping them?—Yes; the business in which I am engaged has not been so much in that line; when they are shipped they are generally sent to packers, for packing;

packing; but the regularity was extraordinary with which we could rely on receiving goods in transit for our house.

1798. Are there many fancy goods among those you receive?—Not so many; ours is rather a plain trade than a fancy trade.

1799. Still it was important that you should receive them with precision?—Yes, it is very important that we should know when we might calculate on their arrival.

1800. Since the railway has been opened have you received your goods by railroad as well as by canal?—Only to a very small extent; our goods being of a bulky and heavy description have come generally by canal, some of the lighter by railroad.

1801. Have those which have come by railroad arrived with the same punctuality as those that came by the canal?—Yes, we have not had to complain of their want of punctuality generally.

1802. Would it be an advantage to your trade if the carrying trade on the railroads were to fall entirely into the hands of the railroad companies themselves?—I think not, I think it would be a disadvantage.

1803. Will you have the goodness to state why it would be a disadvantage?—In the first place, the expense by railroad is greater than by canal.

1804. The question refers to those goods you actually do receive by railroad; would it be advantageous to your trade that the company should be the carriers themselves, or that the private carriers should be the medium of their transfer?—If I were speaking my own sentiments upon the subject, I should very much prefer having the choice of the two modes of conveyance in case of need.

1805. You mean sometimes using the company as carriers, and sometimes the private carriers?—Exactly.

1806. In case of your goods being missing at any time, do you think your remedy would be so good against the company as against the private carriers?—I think not.

1807. At present you look only to the private carrier, and he is answerable for the delivery?—Precisely.

1808. Lord *Granville Somerset.*] Your wish is that there should be considerable competition among the persons undertaking to carry goods?—Certainly.

1809. You would be sorry to see either the company or the private carriers driven off the railroad?—Yes, I think they are better together.

1810. You would prefer that they should both continue to carry, and you would be sorry to see it left in the hands of the company or the private carriers?—I should be very sorry to have it left in the hands of the company; supposing damage takes place at one place or another we could not get at the parties so easily as we can under the present system; the persons to whom we deliver the goods are always responsible to us, and if damage takes place we immediately communicate with them, and they come and inspect them, and ascertain what is the adequate allowance for the damage which may be sustained.

1811. You have the power at this moment of enforcing, otherwise than by legal process, attention to your complaints as against private carriers?—Yes.

1812. You consider that with regard to a public company that power would be almost entirely done away?—I fear we should have greater trouble, that there would be disputes in settling matters of that sort, and that we should have occasion to complain.

1813. Supposing that you could get rid of the company entirely as carriers, do you suppose there would be sufficient competition among private carriers to carry on their trade to advantage?—Yes, I think there would.

1814. You do not think that saying that the company should not themselves be carriers would subject you to any difficulty?—I think it would not.

1815. But you think that if the private carriers were driven off there would be a monopoly, which would be disadvantageous to you?—Yes.

1816. And that the company would not be likely to give the same attention as the private carriers?—That is my opinion.

1817. Can you conceive a probability, on any great line of railroad, of there being only one carrier?—Not on that line, certainly.

1818. You think there is so much demand, that parties would be desirous to engage in the speculation of carrying, and thus prevent a monopoly?—Yes; on some

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some lines, where the traffic is much less, there might not be the same choice of carriers.

1819. Have you found plenty of persons competing on the canals?—Yes, always.

1820. And always plenty competing in waggons or vans, probably?—There was very little done with waggons and vans by us, our goods being heavy.

1821. Have you found much competition between carriers from Ireland?—Yes, especially since the establishment of the steam companies; we have always found plenty of means of obtaining our goods without delay.

1822. There is a competition among the steam companies?—Yes.

1823. And you wish to see the same facility existing by means of land carriers?—Yes, just so.

1824. Do you know an instance in which, from accident or other circumstances, goods which you expected by railroad have come too late?—No, I cannot bring to my recollection where any occurrence of that sort has affected us; we have not large quantities of goods by railroad, we still continue to have the great bulk of our goods by canal, I should say five-sixths of them.

1825. Mr. *Freshfield.*] Though the charge of the private carriers is the same, do you find a great competition in attention, and disposition to oblige among them?—Very great.

1826. More than by the company?—We have not had much experience of the company; but I believe there are not the same facilities of getting attended to by public companies that there are with private carriers.

1827. Mr. *Loch.*] Have you formed any opinion whether it would be possible for the company to be carriers, and the private carriers to carry on the business on the same line?—I have not formed any opinion upon that subject.

1828. You have not considered whether they would drive the private carriers off the road?—I have not.

1829. Sir *Harry Verney.*] If you were sure of there being carriers sufficient for the business, had you rather that the company were not carriers on the same line?—I do not think that is a question that would affect me much.

1830. Lord *Granville Somerset.*] In what time do the goods come from Manchester?—We get our goods by canal from Manchester in four clear days from the time they are delivered.

1831. Supposing they were delayed till the fifth or sixth day, would it not be attended with great inconvenience?—It might be, particularly in the export trade.

1832. *Chairman.*] Since the opening of the railway, have you found any reduction in price by the canal?—Yes.

1833. Then, so far, the opening of the railway has been of an advantage to you?—The rate by canal is 2*s.* 9*d.* per cwt.; before that, it was 3*s.*, and some time before that, I believe more than that.

1834. As far as you have used the railway, have you found it beneficial to your business?—If we are in a hurry to obtain goods, there is a great facility in getting them up by railroad; that very much more affects the fancy trade than it does my trade; we are not much in the fancy trade.

1835. Mr. *H. Baring.*] What price do you pay by the railroad?—Three shillings and sixpence per cwt.

Mr. *Thomas Bonser*, called in; and Examined.

Mr. *T. Bonser.*

1836. *Chairman.*] HAVE you signed any petition on the subject of the carriers?—I have.

1837. Mr. *Loch.*] You are a salesman in Newgate-market, are you not?—A commission meat salesman.

1838. You are in the habit of getting a considerable supply of meat from the country for the market, are you not?—I am.

1839. What was the mode in which you got your supply previous to the establishment of railroads?—By canals, waggons, and vans; sometimes by coaches.

1840. From what districts do you obtain your supply?—We have connexions principally in North Lincolnshire, Northamptonshire, Leicestershire, and Bedfordshire; in fact, most of the counties in that quarter I have supplies from.

1841. Do you refer to dead meat?—Yes, in packages.

1842. Do you also have much live stock consigned to you?—No.

1843. Your trade is principally in dead meat?—Yes; occasionally live stock for slaughtering.

1844. To what extent are you in the habit of receiving dead meat for your supply in trade?—To a very considerable extent; I cannot state the extent.

1845. They come up in baskets?—Yes, and cloths as well.

1846. How are they conveyed to your care?—By carriers.

1847. Does the carrier collect the dead meat in the districts from which they are brought?—Yes.

1848. Does he take any of the monies back again to the parties when they send meat?—We either send the monies by post, or the carrier takes it.

1849. Has the railway been used at all for the supply of your trade?—Yes.

1850. Which railway?—The Southampton, and the London and Birmingham.

1851. Have you had any by the Great Western?—I do not remember any; it is probable I may have had, but as I have the goods by carriers I may not have known it.

1852. At what time did the meat arrive with you previous to the opening of the railroad?—We generally expected the waggons in the market at four o'clock on Saturday and Monday mornings, and at five on other mornings; sometimes they were earlier, sometimes later.

1853. What is the time fixed, the arrival after which you have found inconvenient?—Four o'clock, or from that to five.

1854. Since the establishment of the railroad, at what time have they arrived?—I have not had so much meat by the railroad as some of the others have, but on Saturday morning it came at five o'clock.

1855. Is there any difference in the condition of the meat coming by railroad and by other conveyance?—I am not aware that there is; I should think in the warm weather it would not come so well by railroad.

1856. What has made you come to that conclusion?—Because when the waggoners receive it, it is taken out of the waggon and brought to us immediately, but by railroad it must be conveyed to the railroad, put in their vans, and removed two or three times. I do not think, therefore, it can arrive in so good condition when it comes by the railroad, on account of its being moved about so much.

1857. Can you give a comparison of the expense?—I cannot; I have never had to do with the railway companies.

1858. If the waggon in which the meat is placed were to be put upon a truck, and come by railroad, there would be no necessity for that frequent removal you have alluded to?—I should have no objection to it, provided the same waggon were brought to the market.

1859. Mr. *H. Baring.*] That is not the case on the Birmingham Railroad?—It is not.

1860. Mr. *Loch.*] You get your supply principally by waggon, is that because in fact it is cheaper bringing it by waggon on the common road?—The principal part of my supply comes from places where there is no railroad.

1861. Has the carriage by railroad been substituted where it comes from the same district?—I only know of one instance where it has been brought by railroad, that is where it came from Loughborough, but they do not avail themselves of the railroad from Leicester or Northampton, owing to this circumstance, that the market is on Saturday; they load the meat on the waggon on the Saturday, and are at market at four o'clock on the Monday morning, which is quite as soon as it is wanted. They prefer loading it on the Saturday to loading it on the Sunday, and sending it off on the Saturday.

1862. Do you contemplate, in consequence of having the railroad opened to Leicester, and the other places you mention, in the course of next summer, that the supply by railroad would increase?—I do not think it will by the railroad within 100 miles of London, where the market is on Saturday, and they wish to pack on Saturday.

1863. With those exceptions, it may?—I think it may.

1864. Supposing a considerable part of your supply came by railroad, should you prefer that the company should be carriers, or that the principal business

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should be transacted by private carriers?—That the business should be transacted by private carriers.

1865. Have you signed one of the petitions to Parliament?—I have.

1866. Have you stated that it would be better for the public that the companies should not be carriers?—Yes.

1867. On reconsidering the matter, you remain of that opinion?—I am of that opinion, because I am afraid of monopoly.

1868. Are you of opinion that it would be impossible for the private carrier and the company to carry upon the same line?—I am not able to give an opinion upon that.

1869. Why do you think monopoly will ensue if the companies become the carriers as well as the private carriers?—My fear was that the company might become the sole carriers.

1870. Do you mean that they may become so under an Act of Parliament?—Yes; but I suppose that they have that power now.

1871. Suppose they have not that power now, are you enabled to form an opinion whether they will be able to drive the private carrier off the railroad?—I was not aware that the private carrier was on the railroad, more than having the goods conveyed by the railroad company.

1872. The locomotive power is supplied by the company, but the road is open to the private carrier, if he pays the charges of the company?—So I understand.

1873. Is it your opinion that it would be injurious to the public that the railroad companies should be carriers of goods?—Not if the private carrier comes on the same terms.

1874. Is your opinion that they will be enabled to come upon the same terms?—That is a question I cannot answer.

1875. Sir *Harry Verney.*] If the Northampton market were on Monday instead of Saturday, and the Newgate market on Tuesday, in that case would a large quantity come up by railroad?—We have a market every day at Newgate market.

1876. Suppose the Northampton market on Monday instead of Tuesday?—I think they might get it up in that case; they get it up now from Thursday to Friday; they get it up in one night by the common road.

1877. Mr. *Loch.*] Supposing that, by the extension of the railroad system throughout England, the railway companies should possess themselves of the carrying trade on each of the roads, would a very considerable supply of meat to London be then in the hands of great monopolists, the railway companies being the sole carriers on the line?—I think that would depend upon whether they collected the meat, and became the deliverers of it in London; I think the common carriers could not compete with them at a distance; near town they can.

1878. The supply from a distance would necessarily, in your opinion, fall into the hands of the railway companies?—If they collected and delivered the meat, provided they were the only carriers on the road.

1879. Sir *James Graham.*] Within what distance do you think the common carriers can compete with the railroad companies?—Within 80 or 90 miles.

1880. Mr. *Thornely.*] Would not the railways bring up your goods in preference to the common carriers, supposing they came near the towns?—I think they might; but that there would be no advantage in a railroad from Leicester, for the reason I have given.

1881. Is not the quick transport of your goods, as they are of a perishable nature, of great importance to you?—The principal of the meat from Leicester is brought to Leicester market by the country butchers; they stand the market during the day, and, after selling the coarse pieces, they send the prime parts off to London; it is no advantage its being brought in on the Sunday.

1882. Sir *James Graham.*] Within 80 or 90 miles meat can be sent by the common road so as to arrive in a good state in London?—Yes.

1883. Mr. *Thornely.*] You are asked as to the vans being able to compete with the railways within 80 miles of London; do you think that the price would be such as that the vans or waggons would compete successfully with the railway?—The Worcesters' van has competed with the railway 70 miles ever since the establishment of the railway.

1884. Sir *James Graham.*] The competition would depend upon the relative price and the relative accommodation afforded by the two modes of conveyance?—No doubt.

1885. Mr. *H. Baring.*] But you say that the Leicester and Northampton markets are on Saturday, and with respect to them the railroad has afforded no advantage?—It has not at present.

1886. Sir *James Graham.*] In hot weather would you not find a convenience if the van arrived in London in 12 hours from the time it was loaded?—No.

1887. Lord *Granville Somerset.*] What is the usual rate of travelling?—I think Worcester's van travels six or seven miles an hour.

1888. Have you ever considered the probability of your obtaining supplies of meat from places still further from London than you now do, by means of railroad communication?—Yes, I have no doubt we shall; we have a great deal of meat now from Scotland by steam, and have had for years.

1889. You would not calculate on having it by railroad from Scotland?—Certainly not.

1890. From what distance do you think you might receive it in case the communication was completed?—I had some from Liverpool last week.

1891. Did that come immediately from Liverpool, or was it from Ireland?—It was pigs; they must have come from Ireland alive, and been slaughtered at Liverpool.

1892. Do you have much communication with that part of the country in live cattle?—No, I never deal in live cattle; I have had some consigned to me for slaughtering.

1893. In what time did those cattle come up?—I am not aware.

1894. Did they come up in good order?—Yes.

1895. Do you expect to have any further supply from that quarter?—No, I think not; I believe the expense is too great, so my correspondent informs me.

1896. What was the fact with regard to the Southampton Railway, as you have received supplies by that?—I have occasionally had some sent up, but not so much as some tradesmen.

1897. Has that supply come up with regularity?—It has not.

1898. Can you state any instance in which it has not come up with regularity?—There was one instance in which the meat came too late for market. I applied to Mr. Harms, and I understood it arose from some misunderstanding or some neglect on the part of his servants, and he immediately paid the loss.

1899. When ought that meat to have arrived?—At five in the morning.

1900. At what time did it arrive?—Ten or eleven; too late for the market.

1901. What became of that meat?—It was sold at a lower price, and Mr. Harms made up the deficiency.

1902. When did that take place?—I think it was about three or four months ago.

1903. Was the meat any the worse for the delay?—The meat was of course worse next morning, or, if it was sold in the course of the day, it would be sold at a lower price.

1904. Did Mr. Harms make any resistance to paying you the difference?—Not the least; he immediately said "I will pay you the difference, the person shall not suffer loss;" and this is the reason why I like competition; if we have anything of this kind occurring with the carriers, they immediately make good the loss where there is a loss; and while there is a competition, it is to be expected that will be the case, that they will make good the loss; and that is the reason why I desire we may not have monopoly.

1905. Do you employ the same carrier to Leicester or Northampton you have been used to do?—I do not employ the carrier; the sender sends by whom he chooses.

1906. If it comes too late, you report it to the sender, probably?—No, I first of all say, "Unless you make good the loss I must report you;" and they make it good rather than be reported.

1907. You think the railway companies would not do so?—I am sure they would not.

1908. Are there more than two carriers on the line from Leicester and Northampton?—Yes, there are two by which I receive, Pickford and Worcester & Co.

1909. There is a good deal of rivalship?—Yes.

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1910. And great anxiety to get customers?—Yes; and to keep them they are willing to make good any loss from accident.

1911. You do not conceive that the same facilities will be afforded to you in case the railroad companies should become possessed of the whole trade?—No, meat being a perishable article, I am afraid we might have some too late.

1912. Is the meat killed at Northampton?—No, at all the villages round Northampton it is killed on the Thursday or Friday; they stand market on the Saturday, and sell the coarser parts among the poor people, and then send us the finer.

1913. Then they prefer sending off that on the Saturday?—Yes, I have a customer who sends me a ton and a half or two tons of fine joints of meat all the year round.

1914. When does he despatch them?—Always on Saturday; that arrives at four o'clock on the Monday morning; that is the time they agree to be there. The waggon was there a few minutes after that time this morning.

1915. At what time does the waggon leave Northampton?—A little after four o'clock on Saturday afternoon.

1916. Supposing the market-days were changed, would that have much effect upon the question?—I am not able to say.

1917. It would be productive of great inconvenience if there were a change of the day, probably?—It would.

1918. And it would be difficult to bring the poor to lay in their provisions before the Saturday?—Yes, where the markets are held on Tuesday, Wednesday, or Thursday, there is a great deal of meat slaughtered for Saturday, and packed for Saturday, so that my remarks in respect to Leicester and Northampton will not apply exclusively to those places, or to places where the markets are held on Saturday. I think they will apply to prime meat generally.

1919. Take the case of Bedfordshire?—Bedford market is on Saturday.

1920. Is it the case also there that the lower orders buy the coarser joints, and the finer are sent to London?—Yes, and at Peterborough market the same.

1921–22. Mr. *H. Baring.*] What is the market-day at Kettering?—Friday.

1923. Sir *James Graham.*] In this van which brings your meat on Monday morning, are there other things carried?—Yes, but principally meat; they always bring the meat.

1924. What proportion does the meat generally bear to the other goods?—I think on the Monday there is very little other goods; they bring other goods on the Thursdays and Saturdays.

1925. Are you of opinion that a monopoly in the railway company, in carrying on the railroad, would drive the carriers in meat between Northampton and London off the turnpike-road?—I do do not think it would from Northampton; because the railroad is not very near Northampton, and Worcesters have been carriers for half a century; they have got the trade, and are doing it so well, that I think nothing would induce the butchers to send by any one else.

1926. Whatever took place with the London and Birmingham Company, as to price, you think they would still carry on the common road?—Yes, I think so from Northampton.

1927. What other places will be likely to be affected?—I think Leicester would, because the line will go to Leicester.

1928. What does the van take hence to Northampton?—Goods for shopkeepers; they appear to load very well.

1929. By the exclusive power of carrying by railroad, the back carriage on the railroad might be affected materially?—No doubt it might.

1930. That would affect the profit on the carrying, would it not?—I think it would.

1931. *Chairman.*] Have you found generally that the railroads have been beneficial to your trade, or otherwise?—I have not found them so.

1932. You have found no benefit?—No.

1933. Have you found any inconvenience from them?—No.

1934. Having signed the petition for the carriers, what induced you to sign that petition?—The fear of monopoly.

1935. Not any evils you have at present experienced, but evils you anticipate?—Yes, if they had the entire business in their own hands.

1936. What

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1936. What induced you to think that they would get the entire business into their own hands?—I have had intimations from them that they wanted to deliver their own goods.

1937. Mr. *Loch.*] From the London and Birmingham, or the Southampton Company?—The Southampton, or their agent, told me they wanted to do that, and had it in contemplation.

1938. Did he say that was to exclude the private carriers?—He did not say that.

1939. The London and Birmingham Company do not carry goods themselves?—No, only by conveying for others.

1940. Do you extend the observations you have made as to the Northampton supply of London to that by the Southampton line?—I have not so much goods by that line as to be able to form a judgment upon that.

1941. *Chairman.*] Do you think that if the railroad companies were prohibited being themselves carriers on that line, would prevent their being able to create a monopoly upon the line?—Yes, certainly I do.

1942. Do you not think they might so favour one carrier to the injury of others, that they might in fact create a monopoly by favouring one and discouraging others?—I think it is possible they might; but that is a question I have not entered into, as to the carriers.

1943. You have not considered that?—Not so much as the delivery of the meat.

1944. Mr. *Loch.*] Do you think if the company were to become the sole carriers on the railway, they would do the business so advantageously for you as the private carrier does?—I think not.

1945. Would they give you the facility you now experience in collecting the meat and taking back the money?—At present they would, but what change they might make afterwards I cannot say.

1946. Sir *James Graham.*] Since the London and Birmingham have opened, have Messrs. Worcester lowered their charge to you?—No.

1947. It is neither increased nor diminished?—No.

1948. Have they given you any increased facilities?—No, it is just conducted as it has been for years.

1949. Sir *Harry Verney.*] Have you any meat from Aylesbury?—Yes, occasionally; I generally have some every week from Aylesbury.

1950. Does that come by railroad?—It comes to me through Mr. Parker, of the King's Arms, Snow-hill; I have understood it comes by railroad, but it is delivered by him.

1951. Can you tell by the state of the meat whether it comes by railroad or canal, or van?—I cannot.

1952. When do you receive that from Aylesbury?—I shall receive some to-night.

1953. At what time did that start?—This morning, no doubt.

1954. Is the train from Aylesbury which brings those goods a morning train?—I cannot say; but I think it probable that it started from Aylesbury some time to-day.

Mr. *John Robins,* called in; and Examined.

Mr. *John Robins.*

1955. Mr. *Loch.*] YOU are a great carrier between London and Manchester, and Liverpool?—I am.

1956. You have carried for a great many years?—Between 20 and 30.

1957. You had carried to a great extent by water carriage previous to the opening of the railroad?—Yes.

1958. Had you any vans on the lines besides?—No.

1959. Since the opening of the railroad, have you carried much by railroad?—I have.

1960. By the Grand Junction and the London and Birmingham?—By both.

1961. The system of the two companies is not the same, is it?—It is not.

1962. Will you describe the difference?—The difference is this, one of them are carriers themselves, the others are not.

1963. Which of them are carriers themselves?—The Grand Junction.

1964. Does that make a great difference to you as a private carrier?—It does, decidedly.

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1965. Have the goodness to state to the Committee how that interferes with you as a private carrier?—The difference is in the different arrangements the companies have with the carriers. The London and Birmingham charge the tonnage in lump, and the difference between them and the Grand Junction; that is, the Grand Junction compel the carrier to enter into an agreement with them, in which they impose various restrictions; among these, that the carrier is not to carry small parcels: they choose to hold that as an exclusive thing to themselves, which very much interferes with the business of the carriers.

1966. What do you call a small parcel?—I cannot tell; the Grand Junction Railway Company call a parcel weighing three quarters of a hundred weight a small parcel; what I understand to be coach parcels.

1967. The London and Birmingham do not interfere with the carrier in carrying coach parcels?—No; we give a declaration of the weight upon the truck, and they see that it is accurate; and if there should be a difference, they give us notice; if not, it passes.

1968. They do not inquire of what it is made up, whether there are any small parcels?—No; it has been our custom, as a sort of protection to the carrier, to put small parcels into a large one, some of them being very small, probably about the size of a book.

1969. When you were a carrier by canal only, were you in the habit of conveying small parcels?—Decidedly, sometimes; small parcels, such as are now conveyed by railway.

1970. What is the distinction made by the Grand Junction Company, in reference to those parcels?—They require us to send them openly, and to pay the sum of 1 *s.* 6 *d.* for each.

1971. Is that without regard to weight or size?—They state the weight; I have had much communication on the subject of those small parcels; I had a restrictive clause inserted in the agreement, or I could not have entered upon their railway, that the application of small parcels was not to apply to small parcels of merchandize, or samples of merchandize, because those are the principal parcels that a carrier conveys.

1972. You have referred to an agreement between you and the Grand Junction Railway Company; can you put in that agreement?—Here is the agreement itself (*producing the same*).

1973. Have you any objection to put in a copy of that agreement?—No.

[*The same was read, as follows:*]

"Memorandum of agreement for the carriage of goods on the line of the Grand Junction Railway between the Grand Junction Railway Company and John Robins, trading under the firm of Messrs. Robins & Co., Liverpool, April 10th, 1839. The company agree to convey so many of Messrs. Robins & Co.'s goods as they may have the means of forwarding with the customary despatch between Liverpool, and Manchester, and Birmingham (that is to say, their goods coming from or going to London), at the same rates per ton as are charged to other senders of goods, according to the table of rates, dated October 24th, 1838, or as shall be charged in any subsequent list hereafter adopted by the company, or at such other rates as shall at any time hereafter be mutually agreed upon.

Messrs. Robins & Co. agree not to charge their customers, either directly or indirectly, less than the regular rates specified in the said table, dated October 24th 1838, or in any other revised or altered list that may hereafter be adopted by the Grand Junction Company for their own business.

Messrs. Robins & Co. expressly agree not to collect small parcels for the purpose of sending the same by merchandize trains or otherwise, nor to forward such, whether singly or made up into larger packages, so as to interfere with the company's legitimate parcel business. This clause does not apply to the transmission of samples or merchandize by Messrs. Robins & Co. The company reserve to themselves the right of preventing any such infringement or abuse of this agreement, which is for the conveyance of merchandize solely.

Messrs. Robins & Co. shall undertake the collecting, loading, and unloading of their goods, and the delivery of them in the Grand Junction Company stations, and to provide all sheets and ropes. The company shall find quay-room and craneage, and furnish waggons and locomotive power only.

The company are not to be responsible for the stowage of the goods on the waggons, or for their safe custody on the quays, wharfs, or stations, or for any damage resulting wholly or in part from improper stowage, or for any injury or loss whatever, except such as may be sustained solely in consequence of collisions of trains, or defects in their roads, works or engines, arising from negligence or want of repair, or the burning and breaking of waggons while in transition. But the company will not be responsible for damage, whether of fire, or from wet, or otherwise, resulting wholly or partially from the sheets on the waggons being torn, or ragged, or otherwise defective, or insufficiently fastened. Messrs. Robins & Co.

& Co. shall undertake, in respect of all their goods, all the risks and liabilities of the carrier, save as here expressly otherwise provided.

In consideration of the aforesaid responsibilities undertaken by Messrs. Robins & Co., the company agree to allow them a bonus of 20 per cent. upon the amount of their account for carriage, which shall be made up monthly, and be settled in cash (minus the allowance in question), on or before the last day of each month succeeding that in which the business has been done.

Messrs. Robins & Co. will furnish the company at the time of despatching their goods, with a declaration of the loading of each waggon, and of the rates charged thereupon according to the company's table of rates, and with a weekly statement of the tonnage sent from each of the company's stations, and of the amount thereof in money, and, when required, will exhibit their invoices for the verification of the said declarations or weekly returns; they will also classify the returns monthly, according to the several rates of toll chargeable on their goods (of which the Act of Parliament requires that an account shall be kept).

The company will, whenever it is thought necessary, weigh the waggons containing Messrs. Robins & Co.'s goods, which they will not undertake to forward unless fully loaded, and reserve to themselves the right of examining the contents of any waggon when it shall be deemed necessary for the verification of the invoices.

It is understood that Messrs. Robins & Co. will forward by this railway daily from each end, not less than 10 tons, or thereabouts. In case an unusual weight be required to be sent, a clear day's notice at least shall be given to the company, in order that an extra supply of waggons and moving power may be provided by the company, who, however, are in no case to be bound to take more goods than they can conveniently carry consistently with their passenger and other merchandize business.

The company will allow their waggons loaded with Messrs. Robins & Co.'s goods to go forward to London, provided an equal number of waggons, with their goods, are sent from London to Manchester and Liverpool by the London and Birmingham Company. In case the amount of traffic in these several directions shall be unequal, and they (Messrs. Robins & Co.) cannot furnish waggons in place of those sent up, the company will be under the necessity, in order to prevent the supply of waggons from being exhausted, of stopping them at Birmingham, the unloading and reloading being undertaken in such case by Messrs. Robins & Co.

Messrs. Robins & Co. shall be responsible for the return of, and for all damages to, waggons sent on the London Line with their goods, an account of the number of which waggons, and of the dates of their return, shall be transmitted weekly to this company's agent at Birmingham. In case of the London Company's waggons being injured by accidents on the Grand Junction Line, the damage to be made good (as between the two companies) by the Grand Junction Company.

Messrs. Robins & Co. are to indemnify this company against all claims and demands by third parties in respect of the goods which are the subject of this agreement.

The arrangement therein specified to be determinable by either party on giving three weeks' notice.

For the Grand Junction Railway Company Committee,
Liverpool, 10 April 1839. for and on behalf of the Company and the Directors,
(signed) *John Moss.*
For Messrs. Robins & Co.
(signed) *John Robins.*

It is merchandize they put down in the agreement, a restriction as it regards carriers taking small parcels. I objected to that restriction, inasmuch as it would have created a very great difficulty, that this clause should not apply to the transmission of samples or merchandize by Messrs. Robins & Co. That is inconvenient in consequence of its being impossible for us to do away with the conveyance of small parcels, for some of our customers send down samples and merchandize, and send down pieces for patterns.

1974. Is the object of that regulation, on the part of the Grand Junction Company, for the purpose of getting into their possession those small parcels for conveyance?—It is.

1975. How have they succeeded in that?—We have had an unpleasant communication upon that; for after entering into that agreement, I gave orders to my people not to put up the small parcels, but that they should have an opportunity of seeing what they were, I declaring them as merchandize, and goods in weight. The consequence was, that the company gave notice of charging me 18*d.* for each of those packages, which leaves a considerable loss, for we could not charge more than 18*d.*; therefore, I paid, and carried them from London to Birmingham for nothing, and many also I was obliged to carry by weight. I am speaking of the Grand Junction Railway: this is only from Birmingham to Manchester and Liverpool, for we bring them by the London and Birmingham Railway from London for nothing, and then at last are obliged to pay the 18*d.* Suppose a customer has six or seven of those parcels, he expects

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expects them to be charged by weight. There was a great deal of communication between us upon this subject, and I suggested the means of remedy in a letter, of which I have an extract, in which I alluded to the small parcels, to place them on a proper footing: it is dated the 24th of October 1839.

1976. Had you gone on from the date of the agreement in April till that time without discussion?—No; there were two or three letters or remonstrances I made upon the subject. I have one before me: "With respect to the carriage of small parcels, this subject appears to have been a fruitful source of annoyance, both to the company and ourselves, and it would be most desirable that it should be placed upon a decided footing, so as at once to obviate the necessity of any further discussion. The invariable directions given by us to the several persons in our employ have been to convey small parcels openly, and not made up into packages, as we know has been the common practice of other carriers; a practice which, whilst it is a breach of good faith, can only have the effect of creating constant disputes between the company and the trade. As a most effectual means of preventing this, I would propose that a certain weight should be given, beyond which all packages shall be classed as merchandize, and pass accordingly. The want of this maximum of weight is the cause of all the mischief, and if once satisfactorily defined, would, in my humble opinion, put a termination to the difficulty. As a further mode of producing a more satisfactory arrangement, I would propose that an agreement should be entered into with the London and Birmingham Company, to receive from the respective carriers, and convey by coach trains, all parcels classed as small, according to the acknowledged maximum, paying 4*d.* for each on delivery, as a remuneration for the receiving and carting them to the stations, the company then taking the entire control over them; and for the purpose of preventing as much as possible any infringement of this rule, a competent person should be appointed to superintend the loading of each carrier's merchandize waggons, who should have power to claim all parcels within the prescribed weight as small parcels on the company's account, paying the 4 *d.* for each as above. In case any dispute should arise, it may instanter be settled by weighing the article; the 4 *d.* to be paid jointly by the companies." That is the proposal I made to them, to do away with the extreme unpleasantness we have had, and which has continued.

1977. What answer did you receive to that proposition?—That the company did not agree to it, in consequence of which they have gone on in the same way ever since; and I have many instances of detention in consequence of their stopping to examine the packages to a very large extent; in consequence of this, they terminated the agreement with me on the 31st of January, as it regards the small parcels. The agreement I have put in contains that. There is to be a reduction from the rate which is charged to the public of 20 per cent., which also they declined to allow from that day.

1978. Do you mean that they declined to allow that on all goods you carried by railroad?—Yes; we had previously agreed to that. I have put the small parcels into packages, upon referring to their Act of Parliament, seeing nothing in that Act of Parliament to prevent packages being put together and sent, paying only by weight. I have the Act of Parliament here, and can refer to the clause; but in consequence of that they directed the whole of the goods to be examined; and an instance has occurred in which they broke open two or three of the parcels. I have the correspondence upon that circumstance. This is one letter, dated Birmingham, the 26th of February last, addressed by my agent to me. "The case L S C & C was opened by James Vardy, who is L manager of the luggage department. Johnson was guard, and he was asked to open it, but refused, he therefore can inform you what occurred at the time. I have been with Mr. Eborall to-day, and he says the principle is a defraud on the company, and if persisted in they shall be under the necessity of unloading all the waggons at Birmingham. That is one instance; I have another.

1979. Did you give them notice that you meant to pursue that course, or was that putting an end to the agreement?—I did not give them notice, but I considered, on reading the Act of Parliament, that it was not necessary.

1980. How were they led to believe that you were endeavouring to defraud them?—That I know not. This is a letter which I received from my agent at Manchester, dated 26th of February: "Dear sir,—By a note from Brough, I learn

learn that the two cases, H S & H, 19 & 20, sent from London, were so badly packed, that they fell to pieces there, and all the small parcels came out; he repacked them in a hogshead, and sent them to Bache's, but at a loss of two days. This will ruin your trade. One of your best down houses (Mr. Smith, of Deansgate,) sent me word this morning you shall never have another article of his, owing to thus delaying his goods."

1981. Do those two letters refer to the same transaction or to separate transactions?—To separate transactions.

1982. When they opened the packages, did they take out the small parcels?—Yes, and sent them on with the charge of 1 *s.* 6 *d.* each, though all those were goods parcels, merchandize parcels, which I was entitled to carry.

1983. Sir *James Graham.*] Was that in violation of the contract?—No, they had put an end to that previously.

1984. Mr. *Loch.*] They took the goods into their own possession, and forwarded them not through you but through their own means?—Yes, and with the delay of two days, charging 1 *s.* 6 *d.* for each.

1985. Did the persons to whom those parcels were directed look to you as the person responsible for their safe conveyance?—Decidedly.

1986. So that if they had been lost you would have been liable to the parties for the value of them?—Certainly. Another instance was, "C/L 5 was opened at Leicester by Mr. Green's order," that is the agent of the railway; "An account of all the parcels taken. You must take some step, and that early, so that these goods come as regular as other people's, or you will not have a customer left; the complaints, I do assure you, are not only numerous but heavy." It was opened, some small parcels found to contain samples and so on, and the parties must go to work upon them.

1987. Lord *Granville Somerset.*] What do you charge for those small parcels?—For some of them we charge nothing, being patterns of goods; others we have been in the habit of charging by canal 1 *s.* 6 *d.*, and we cannot charge more; and, in fact, we carry them along the London and Birmingham carriage free.

1988. Is there any per centage allowed you upon them?—The same per centage as upon the merchandize and goods, but they have stopped that on the 31st of January.

1989. Sir *James Graham.*] Did you litigate this matter with the Grand Junction Company, or do you consider their proceeding in opening those parcels legal?—Decidedly illegal, and I propose to institute legal proceedings upon the subject.

1990. Lord *Granville Somerset.*] Could they not refuse to furnish you with any means of conveying your goods?—I apprehend the railway must be opened to every one, but they will annoy me as much as possible.

1991. Could not they decline furnishing you with locomotive power?—I apprehend the Act of Parliament will not allow that. I think there is a clause which will prevent it.

1992. You have not turned your attention to that, probably?—No, I have put it into the hands of my solicitor to attend to it.

1993. You are not aware how their charge has been calculated, whether a certain part for the locomotive power, and another part for the toll?—They make one uniform charge; the London and Birmingham Company charge so much for the use of the railway, and so much for the locomotive power.

1994. Sir *James Graham.*] What is the aggregate amount of the two charges of the London and Birmingham?—They charge 12 *s.* per ton for locomotive power, whichever way it is the greatest weight, and 25 *s.* 4 *d.* for the railroad.

1995. Making 37 *s.* 4 *d.* between London and Birmingham?—Yes, or between Birmingham and London, whichever is the greatest weight.

1996. In that ton you are allowed to include as many small parcels as you please?—Without restriction, from London to Birmingham it is 18 *s.* 8 *d.*, if there is a greater weight, from London to Birmingham, it is charged 12 *s.* in addition; if the greatest weight is up, the 12 *s.* is charged upon the up goods.

1997. What does that average per ton?—It is very difficult to say, it depends so much upon the averages, which are varying continually.

1998. In the account current for the year, what will be the charge upon the double prices?—If I take two tons, that will reduce it to 6 *s.* a ton, but they take upon the greatest weight, either up or down.

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1999. What is the practical effect upon the average account for the year?—It depends upon the averages, and I have not them at hand.

2000. The highest will be 37*s.* 4*d.* a ton?—Yes, and the lowest 30*s.* 8*d.*

2001. In that charge is included the carriage of as many small parcels as you choose?—Yes.

2002. Compare that with the charge of the Grand Junction, between Birmingham and Liverpool, and Birmingham and Manchester, excluding small parcels?—Here is a paper of the charge they make on different articles; they vary very much; we make a declaration of all the various articles put down here, to enable them to charge.

2003. State the maximum and minimum charge between Birmingham and Manchester?—There are some articles for which they charge 30*s.* per ton; others 25*s.* per ton; others 40*s.* per ton; and some 1*l.* 2*s.* 6*d.*; and so the charges vary on various things.

2004. Have you formed an average of your account for the conveyance of certain goods throughout the whole distance, comparing the average charge of the London and Birmingham as contrasted with the charge of the Grand Junction, on goods sent through?—I have not done that.

2005. Can you furnish that to the Committee by their next meeting?—I can furnish that for two, three, four, or six months.

2006. Lord *Granville Somerset.*] The carriers between London and Birmingham charge more one way than the other, do they not?—They do.

2007. You charge more to your customers for carrying goods to London than the other way?—Yes.

2008. Sir *James Graham.*] Will you state, in the account you prepare, the average charge up and down, through, from London to Manchester, dividing it into the charge from London to Birmingham, and from Birmingham to Manchester, exclusive of parcels?—I will do so.

2009. Lord *Granville Somerset.*] On what principle do you charge your customers, when you take a ton of goods from London to Manchester, the expense to you being to be calculated not only on your own immediate expenses, but the charge of the London and Birmingham Railway Company, and the Grand Junction Railway Company?—We calculate very differently the charge as it regards the responsibility for the damage of any article; many articles are more subject to damage than others, and they could not be conveyed at all if there was not a high rate of charge; we charge more for silk, for instance, and for Manchester goods; and the same charge remains from Manchester, both ways, as regards those goods.

2010. What description of goods are you in the habit of sending to Manchester?—Every description of articles. Cochineal, for instance, is a valuable article, and raw silk.

2011. What do you charge for the conveyance of a ton of raw silk from London to Manchester?—Six shillings per cwt.; 6*l.* a ton.

2012. What are your data for that charge?—The value of the article, and the loss we should sustain if it was damaged.

2013. The charge is calculated on the positive expenses, and the risk?—Yes.

2014. What do you consider the positive expenses at the present time for conveying that article from London to Manchester?—I cannot state that without putting the whole of them together; we pay 2*l.* a ton to the Grand Junction Railway Company, then the charge of the London and Birmingham comes to very near 2*l.* more; then there is the cartage at both ends; there is the warehousing, and there is the risk.

2015. Neither of the railroad companies share the risk at all with you?—I have never received a farthing for all the pilferages and damages which have occurred on that road.

2016. Fire they would be answerable for?—Yes, if we can prove it; but the difficulty of proving it is very frequently attended with more trouble than it is worth.

2017. Have you sustained damage?—I have sustained the loss of a parcel, which I can prove, as far as the London and Birmingham are concerned; I have the documents of it here: this was previous to the whole line being opened; it was in February 1839.

2018. On

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2018. On which railroad?—On the London and Birmingham railroad. The parcel lost contained some accounts, and enclosed the balance of them; it contained 27*l.* 10*s.* "The above is the total value, as the accounts have been supplied, and have given you the tracing of the notes to the bank, to enable you to find out the delinquent." This was addressed to Mr. Robinson, of the coaching department of the London and Birmingham Railway Company, to whom I was directed to furnish the particulars. They admitted, in a letter, having received the parcel. I traced the notes, and sent them all the particulars I was enabled. They admitted receiving it on the Sunday morning safe, being sent off from Liverpool on the Saturday. I have written to them repeatedly, and I have been referred to almost everybody about the place, but to no benefit. I have spoken even to the chairman, Mr. Glyn, upon the subject, but have obtained no redress.

2019. Have you been compelled to pay the amount to the customer?—I have.

2020. Have you been charged carriage for it?—They acknowledged having lost it in their place at Birmingham, so that there was no carriage charged to me upon that parcel.

2021. Is there any expense to which you are liable at the junction of the two railways?—There is the expense of the warehouse, and the Grand Junction charge is 2*s.* 6*d.* at Liverpool. We are also at an expense for guards; we have had several instances of pilferages; I have addressed the company upon that also, in order to do away, as much as possible, with any peculations that take place upon the line.

2022. You consider your liabilities to your customers just the same now as they were when you carried on the canal?—Precisely; I have never had anything from the company.

2023. Have you ever had goods damaged or lost on the canal?—Yes, frequently.

2024. Have you made good that damage to your customers?—Yes.

2025. Had you the same difficulty in getting repayment of the damage from the canal company?—In respect of damage from the canal company, unless it was from any defects in their works, we never claimed it; we considered ourselves liable for every other risk, for we find the boats and the locomotive power; supposing there was a lock out of order, and the boat was drawn down in consequence, and the goods were damaged, that would be canal damage.

Jovis, 5° die Martii, 1840.

MEMBERS PRESENT.

Mr. H. Baring.	Lord Seymour.
Mr. Easthope.	Lord Granville Somerset.
Mr. Freshfield.	Mr. Thornely.
Sir John Guest.	Sir Harry Verney.
Mr. Loch.	

LORD SEYMOUR IN THE CHAIR.

Mr. *John Robins,* called in; and further Examined.

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2026. Lord *Granville Somerset.*] ON your last examination, you stated that you charge for the conveyance of a ton of silk from London to Manchester, 6*l.*?—I did.

2026*. And that you paid 2*l.* a ton to the Grand Junction Railway Company, but you could not state exactly what was the cost to you for the conveyance of a ton of silk from London to Birmingham; can you now state, with any degree of accuracy, what the charge is to you from the London terminus of the railway station to the Birmingham terminus of the same?—It is 1*l.* 12*s.* locomotive power, and 1*l.* 3*s.* 4*d.* for the rails; 1*l.* 15*s.* 4*d.*: making 3*l.* 15*s.* 4*d.*

2027. Can you state, taking the average of the various articles you convey, and the establishment you are obliged to keep up in London, what the previous

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cost is to you of conveying a ton of silk to the Birmingham Railway?—We charge for the carting the goods up, 5*s.* a ton.

2028. When you say 5*s.* for the cartage to the Euston-square station, you take that of course upon a general average?—Yes, taking the different description of goods we convey.

2029. And also the general amount of your expenses in London?—No, that does not include the expenses; merely the cartage.

2030. What other expenses are there, to which you as a carrier are subjected, in addition to the cartage?—There is the establishment, the warehousing, the clerks, and the whole of the porters, and so forth.

2031. Have you in any way calculated what ought to be put down under those different heads, in addition to the expenses you have already stated?—It is very difficult to calculate; I should say it is full 5*s.* a ton.

2032. Are there any expenses in Birmingham?—There are the expenses in Birmingham, of which I have not yet received a full account, and therefore I cannot be accurate; but I should say that it would be at least 2*s.* a ton.

2033. Are there any expenses on the arrival of the goods at Manchester, before they are received into the custody of the consignee?—There is carting.

2034. At how much do you put that?—Half-a-crown.

2035. Are there any other expenses similar to those you have stated to exist in London?—There is the establishment.

2036. Can you make any estimate with regard to that, per ton?—Probably about 18*d.* a ton.

2037. You have now stated the charges under every item on which you incur any charge?—I think I have.

2038. What is the whole amount?—£.4. 11*s.* 4*d.*

2039. In the estimate you have given in of the various charges, have you included any estimate for the interest on your capital?—Certainly not.

2040. In none of those items have you estimated your capital in the cartage, the warehousing, the establishment, and so on?—No, the actual cost out of pocket.

2041. You have not given any estimate hitherto of the pilferage to which you have referred?—No, because it varies so very much.

2042. Nor the occasional damage?—No; I have had a bale stolen, and that comes to a large amount, to which we are liable.

2043. You are to add then to the 4*l.* 11*s.* 4*d.* the interest on your capital, and the amount of insurance?—Yes.

2044. That is the reason why you charge so much as 6*l.* a ton to the consignee?—It is.

2045. You have been a great many years engaged in the business?—I have.

2046. From your experience, can you state whether the amount you charge to the public is a simple remuneration for your risk and your capital upon this particular article?—I conceive that it is.

2047. Do you make a similar charge, in proportion, with regard to other articles?—It is a larger charge than I make on other articles, because of the increased risk.

2048. The Committee are to understand, that on other articles you do not claim so large an amount of profit, or apparent profit, as you do upon the article of silk?—Certainly not.

2049. On what class of articles do you estimate that you receive the smallest amount of positive profit, as compared with the positive expense?—Silk, as may be observed, is not large in quantity, it is rather small in quantity; we charge it 3*s.* 6*d.* per cwt., that is our general average charge; it varies according to the description of goods we carry, as regards their value and risk; the principal goods we have are at 3*l.* 10*s.* per ton; the proportion of silk to those is very small, not a tithe, not a twentieth.

2050. Out of that 3*l.* 10*s.* what proportion remains to you to cover your capital and your risk?—6*s.* 4*d.* per ton.

2051. When you were last examined, an Honourable Member, Sir James Graham, requested you would prepare some account, showing, as far as you could, the difference between the charge to you by the Birmingham Railroad Company, and the charge to you by the Grand Junction Railroad Company; are you prepared with that account?—On taking the average of some, many months, it appears that the charge on the London and Birmingham is 1*l.* 8*s.* 3*d.*, the

the average on the Grand Junction is 1*l.* 5*s.* 5*d.*, admitting they allow the 20 per cent. to the carriers, but if they do not allow that to the carriers, that will amount to 1*l.* 8*s.* 8*d.*

2052. What is the difference in length of the two railroads?—I believe the London and Birmingham is 112 miles, and I think the Grand Junction is 97 to Manchester.

2053. The positive charge to you for 112 miles is 1*l.* 8*s.* 3*d.*; for 97 miles, 1*l.* 5*s.* 5*d.*?—Yes.

2054. What more is done for you by the Grand Junction than is done for you by the Birmingham Railroad Company?—Nothing more.

2055. Are you in both cases obliged to pay, whether you send a large quantity of goods or a very small quantity, a certain amount; is there a minimum, below which you are not charged?—Every truck must carry two tons, or pay for it, in both cases.

2056. When you make an average of 1*l.* 8*s.* 3*d.* for the Birmingham, does that include the up and down carriage?—It is taking the up and down in both cases.

2057. Does the Grand Junction Company do more or less for you than the Birmingham does?—Certainly nothing more.

2058. Is there any extra charge made by the Grand Junction Company for porterage or warehouse room, or anything of that sort?—Yes, 2*s.* 6*d.* per ton.

2059. Is that 2*s.* 6*d.* per ton to be added to the calculation of 1*l.* 5*s.* 5*d.*?—I have included that as part of their tonnage.

2060. Taking the goods from Birmingham to Manchester, or from London to Birmingham, which do you consider yields you the best profit?—They are very much about the same.

2061. In point of convenience have you found much difference between the London and Birmingham and the Grand Junction?—Decidedly a preference in favour of the London and Birmingham.

2062. Will you state the grounds of that preference?—That we have an opportunity of carrying on the business more satisfactorily than we can on the Grand Junction, and we have also less detention than we have on the Grand Junction. The Grand Junction Railway, being carriers on their own line, frequently give a preference to their own goods. I have an instance which I can point out at this time.

2063. Will you state to the Committee the circumstances you refer to, and the date?—This occurred on the 3d of March. The letter states, "We had about 30 cwt. left behind last night, from Martin & Co., although the goods were at the railway station at 4 o'clock P. M.; we have no redress for this detention, which must ultimately injure our name with the public." That is the report I have had accounting for why the goods did not come forward.

2064. Those goods ought to have left Liverpool on Monday evening?—Yes; I think they leave at seven o'clock.

2065. The statement in your letter is, that they were at the proper station in Liverpool at four o'clock?—Yes; that is not a solitary, but one of numerous instances.

2066. When ought those goods to have arrived?—They ought to have arrived on the evening of Tuesday, at six or seven o'clock, to be delivered on the following morning.

2067. Have they arrived?—Yes, they have been delivered this morning.

2068. Do you know of their arrival?—I do not know the fact personally, but I believe they have arrived, or they would have been reported to me as not having arrived.

2069. Do you know what those goods were?—They were Glasgow goods, which are always goods of value and in great haste; we received them from Martin & Company, a connexion I have in Liverpool, by steam-boats.

2070. Were those goods consigned to houses in London for export or home consumption?—Probably for both.

2071. Has any application been made to you by the consignees of those goods?—No; explanations were given to them by my out-door clerk.

2072. You volunteer explanations?—Yes; or else we get into disgrace if we do not explain it.

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2073. Sir *John Guest.*] Did it never happen to you as carriers, before the railways, that goods were obliged to be left till next day?—Frequently.

2074. Might it not have happened, independently of the railway, that the waggons could not take all the goods on a particular day?—It might by possibility have happened.

2075. Have not they a great number of carriages to suit the convenience of that line?—Plenty.

2076. They have the full number that the engine can take conveniently?—If they have more than one engine can take, they put two engines frequently; there appears to be no difficulty as regards the means of conveyance; why those were left behind I cannot tell; we had part of our goods come, but not the whole.

2077. Lord *Granville Somerset.*] What other goods came up by that baggage-train on your account?—I forget the weight; I cannot state that with any degree of accuracy; I saw the advice of them, but I have forgotten the weight.

2078. Can you state whether the goods of any other parties were forwarded at the time yours were left behind?—I cannot state that positively from my own knowledge, but I have no doubt of the fact.

2079. Who do you suppose were the carriers whose goods were brought when yours were left behind?—Those accustomed to convey by the railroad.

2080. Do you believe they were the goods of the Company themselves?—I have no doubt of that fact, from its having occurred frequently.

2081. Can you state to the Committee some other instance in which your goods were left behind, and the goods conveyed by the Company's own carrying department brought forward.—Here is another report from my agent at Liverpool, on the 2d of January 1840: "The Junction Company are certainly trying all methods to drive the carriers off their line, and now to frustrate us as much as possible they have decided upon not allowing any of our goods, or the other carriers' goods, to be sent away with their London waggon, provided we have not sufficient to make up a truck load." (This was the first intimation we had of that arrangement.) "The reason of this conduct is very obvious, viz. that our friends may be disgusted by the length of time we use in the conveyance, and to induce them to patronise the Grand Junction Company." (Who are also carriers.) "You are of course aware that they have sent circulars to most of our customers."

2082. Have you got a copy of that circular?—I had one; I have not got it at the moment at hand.

2083. Did it appear in the newspapers?—I think it was advertised in the Liverpool papers.

2084. Are you able to state another instance, in addition to that which took place in the course of this week, in which your goods were left behind, and other persons' goods conveyed on?—We have had many cases of the kind, but I cannot state the dates.

2085. Have you, in any of those instances, been obliged to pay to the parties whose goods they were, any damage on account of demurrage?—Not on account of demurrage, but we have been obliged to pay for damage to the goods. When those cases have occurred, we have called upon the parties, and stated how it occurred, and that it was not under our control.

2086. That was sufficiently satisfactory to induce them not to bring any action, or take any proceedings?—In general, it proved satisfactory.

2087. Do you carry much by canals now?—Yes.

2088. Has it ever happened, that you are obliged on canals to leave goods behind?—It has occasionally; principally, when there have been stoppages for repairs, or other impediments, when a great many goods have been thrown together; then it has happened, but not otherwise.

2089. Unless in consequence of any particular circumstances from the state of the river, it has not occurred?—No; the rule is, that they are to be cleared every night, and if we have not strength to do that, we increase it.

2090. Have you sufficient boats; or do you send half-loaded boats rather than leave any goods behind?—Frequently half-loaded boats.

2091. Have you boats sufficient to convey any goods, under any particular circumstances, brought for conveyance?—Decidedly; this can occur only in extraordinary cases.

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2092. Formerly, before the railroads were opened for the conveyance of goods, did you convey many goods by land carriages and vans?—Only to short towns; to Chester, for instance, 14 miles from the water, and to Whitchurch, and so on; but I have no direct waggon conveyance to places on the road.

2093. Have you anything to state, in addition to your evidence on the former day, with regard to the charge for small parcels?—In respect of the opening of small parcels, I have a letter of the 28th of February, from my agent at Liverpool, stating a communication which he had had with Captain Cleather, who is the superintendent of their railway at Liverpool.

2094. What is the import of that communication?—He says, "I have seen Captain Cleather this morning, and he now admits that the Grand Junction Company have no right or authority to open any package conveyed by them as carriers, without the authority of the senders or consignees; he promises that in future any package suspected of containing sundry small parcels shall be delivered to us, and if found to contain such, that the company will make their claim of 1*s.* 6*d.* per parcel; and that in case Robins & Co. refuse to pay their demand, the goods will be delivered to them, and that the company will then try to recover their claim as they think proper; but that under no circumstances are the goods to be detained in future. The Captain appeared surprised, when I told him that the case alluded to in his letter to me of the 20th, had been opened at Birmingham, and that I had the strongest proof that Eborall," that is the agent at Birmingham, "knew that it contained seven parcels. He denied at first that the box had been opened, and insinuated that there were other means of knowing how many parcels the box had in it, presuming, I supposed, that some in your service had given the information to the company. I must tell you that we paid 1*s.* 6*d.* for each of the parcels by the two cases which were opened by the company on the 22d." Now, in proof that that had been opened at Birmingham, here is a note which has come into our possession, sent me by our agent at Liverpool, from Mr. Eborall, addressed to a Mr. Eikins, one of their clerks I presume:

"Grand Junction Railway Office, Birmingham, February 20th, 1840.

"Mr. Eikins.—Sir, Box L C $\frac{S}{L}$ & Co. By this train to care of Captain Cleather,"

(they altered the consignment, and made it to care of Captain Cleather), "is a package delivered to us last night, for luggage-train, by Robins & Co.'s agent, and contains seven small articles. I have sent it for the notice of Captain Cleather. Please to bring it to his observation with as little delay as possible. By the penny-post taking the small parcels, and the carriers by our luggage-train the larger ones, all our parcel business will be done away with.

(signed) "*T. Eborall.*"

2095. Is there any other point to which you wish to call the attention of the Committee, with regard to small parcels?—I believe I have several. This is a letter from my agent at Birmingham, dated the 29th of February: "Although a waggon each was full loaded for Liverpool and Manchester last night, Vardy," that is the manager of the luggage department, "came to me, and said, 'Those waggons must be unloaded for examination.' I asked his meaning; he said that was his orders: we had to unload them. Vardy tells me the order is to unload our up-waggons in a morning from Manchester, to have them examined; this I am sure will not do at all. Enclosed you have a note from Mr. Eborall." This note does not appertain to the small parcels, but merely says, "To prevent any misunderstanding as to the rate at which your goods should be charged, I shall feel obliged if you would, in your carriage-note, specify the nature of the contents of the packages, according to our list of rates, or the rate at which you expect them to be charged." There are a vast number of packages; the majority of them, unless they are raw goods, we know nothing at all about; we never examine them, but take them in a general way as merchandise. There is another point, and this is a very important point, in order to show the continuance of their conduct. This is from Liverpool, on the 3d of March, which I received yesterday: "The insults and annoyances we are obliged to submit to from the Grand Junction Company are almost beyond endurance. I have found out to-day that Vardy, from Birmingham, was here yesterday, and that he went round to several of the consignees of the small parcels that were

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enclosed in the two packages which were opened by the company, and had assurance to tell the parties that he came from Robins & Co., and has obtained possession of our freight-notes. As soon as I heard this, I went up this afternoon to see Comber, on this unjust interference on the part of Vardy; I could not see Comber, as he had gone to dinner, but I mentioned it to Cochrane, the second in command, who admitted that Vardy had come down from Birmingham on purpose to get hold of our notes, although he said it was very wrong to represent himself as from Robins & Co." I would bring the attention of the Committee to the fact of small parcels being taken out, and an account they sent in of them, and the manner of their charge. These are 12 parcels that were packed in a case, B and C; one of them was a parcel of our own, containing invoices, samples, and patterns of goods; upon that I am positively exempt from any claim at all. The note from Manchester says, "This claim is for parcels taken out of the package I advised you had been opened here; please inform me what I am to do with it." There are trusses and parcels; I believe every one, with the exception marked in red ink, to be goods, parcels, packages or pieces of goods. I know not really what they do contain.

[*The Account was read, as follows:*]

Messrs. *Robins & Co.* Manchester - - - - - To the Grand Junction Railway Company.

From	No. of Invoice.	Consignee.	Residence.	No. of Package.	Species of Goods.	Marks.	Weight.	Rate.	Paid on.	Cartage.	TOTAL.
							T. C. Q. Lb.				*£. s. d.*
Birmingham	G 70	Mr. Bowman -	Clithero -	1	box -		- - - 8				- 1 6
—	–	Bindloss & Ash	Manchester	1	parcel -		- - - 6				- 1 6
—	–	Harrop, Taylor, & Co.	ditto -	1	ditto -		- - - 12				- 1 6
—	–	G. & J. Smith	ditto -	1	ditto -		- - - 8				- 1 6
—	–	P. Joynson -	ditto -	1	ditto -		- - - 9				- 1 6
—	–	W. Walker -	ditto -	1	ditto -		- - - 11				- 1 6
—	–	Robins & Co.-	ditto -	1	ditto -		- - - 2				- 1 6
—	–	H. Hilton -	ditto -	1	ditto -		- - - 7				- 1 6
—	–	T. Willett & Co.	Bradford	1	truss -		- - - 24				- 1 6
—	–	Stubbs & Poole	Manchester	1	parcel -		- - 1 4				- 1 6
—	–	Phillips & Co.	ditto -	1	box -		- - 1 13				- 1 6
—	–	T. Forrest -	ditto -	1	parcel -		- - - 25				- 1 6
				12	packed in case B & C					*£.*	- 18 -

2096. Were all those sent from London to Manchester?—Yes.

2097. What did you charge your customers for them?—I apprehend for several of them 1*s.* 6*d.* has been charged; several were delivered free; and others, I believe, according to the rate; they have charged for all at 1*s.* 6*d.*

2098. Have you charged any of them beyond 1*s.* 6*d.*?—I do not apprehend we have charged any one beyond 1*s.* 6*d.*

2099. What did you pay the London and Birmingham Company for them?—They are charged according to the total weight; they claim as small parcels all under a hundred weight.

2100. Sir *John Guest.*] What would be the charge upon all those if charged by the ton?—I apprehend not above 2*s.* 6*d.*; six or seven of those we should deliver free, being patterns sent down as we have the goods up.

2101. Lord *Granville Somerset.*] Have you charged any of those at 1*s.*?—That I cannot say; I should be a considerable loser upon this account of 18*s.* being charged, I should say of more than one-half, independently of bringing them down the London and Birmingham Line to Birmingham, and all the expenses attaching to them at London and Manchester.

2102. *Chairman.*] Did not you bind yourself by your agreement not to collect small parcels?—Neither have I at all; I have but one receiving house in London, which is in London Wall, and they are brought there. Messrs. Pickford,

ford, in consequence of having a van, as a matter of course collects small parcels, but I do not; the parcels I receive are the same as I have always been accustomed to send by canal, but we send them by railway for greater expedition; these must have gone by canal but for the quicker conveyance.

2103. You are understood to say there are some which you should have delivered free to your customers?—Yes, those we should have sent by mail; they are small parcels of patterns; they are sent in a parcel, one of those parcels marked in red ink, contained the smaller patterns and drawings, which are required to be sent down occasionally for the printed goods, there is one addressed to Robins & Co.; many of those wrapped up in brown paper addressed to a house in the country, would not weigh perhaps more than an ounce and a half.

2104. Those before the railroad was established would have been sent by the coach?—We should have sent those down by the mail, as one parcel, containing a great number, for which they would charge us 3*s.* 6*d.*, then we should distribute them. There is one thing here which is more material; this clause does not apply to the transmission of samples or merchandise, it was most important to my connexion to have them transmitted without extra charge.

2105. Did you not bind yourself by your agreement not to charge your customers less than the regular rate charged by the company?—Yes, the regular rate we were to charge them.

2106. When you delivered certain parcels free of charge, was not that breaking your agreement?—Certainly not, because these were understood as not included; but I can state the fact of their breaking their agreement with me in respect of carrying cochineal; this was before the termination of the agreement that took place on the 31st of January; it was on the 10th of January last I had a note from a London house sent to my principal clerk; he writes thus:—"Dear Sir: I hand you an extract of our correspondent's letter at Liverpool, relative to the charge for carriage of the cochineal we have there; will you do it on the same terms as the railway company? If so, write to Liverpool to-night, and tell your agents, informing the bearer also." The extract from the letter is, "Robins & Co. charge 7*s.* per hundred weight by the railway, and 4*s.* 6*d.* by canal; the railway company will take it at 5*s.*," there is a note marked with their charge; "inquire from Mr. Comber, railway company, lowest rate of freight per railway to London for cochineal, 5*s.* per hundred weight. Memo. received in London, 17th January 1840." I have another instance of their applying to one of my connexions; this is addressed to M'Iver & Co., who are agents and proprietors of Glasgow packets, through whom I do a good deal of business in Glasgow. It is dated

"Grand Junction Railway, Goods Department Office, Park-lane, Liverpool, 16th December 1839, carriers to and from Liverpool and Manchester, and London and Birmingham. Office in London, 13 Aldergate-street, City (Jolly's)

"Messrs. D. M'Iver & Co., Water-street.

"Gentlemen,—The Grand Junction Company having made arrangements as above for forwarding goods through between Liverpool and London, I beg to solicit a share of your valuable favours, which you may rely shall have punctual attention. "I am, gentlemen, your obedient servant,

"*Andrew Comber.*"

We were not to interfere with each other's connexions, but this is sent to one of my connexions.

2107. You mean to say that the Grand Junction Company were trying to withdraw your business into their hands?—Decidedly; I was informed, a little while back, a circular went round to my whole connexion.

2108. You are a carrier by canal as well as by railway?—Yes.

2109. When you carry by canal, are the boats and the horses your own?—Yes.

2110. The canal owners find nothing but the water-way?—Nothing but the water-way.

2111. You pay the canal owners nothing but toll?—No.

2112. Do they find you warehouses?—No; we have warehouses of our own, or hire them.

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2113. Mr. *Loch.*] Do the merchants in Liverpool who send goods to London always employ the same carrier, or are they in the habit of sending round to different carriers to see who will send them at the least cost?—Persons not in the habit of sending, send round to learn, but the connexions of each send to them. I believe we are all at the same prices.

2114. Is there a competition which keeps the charges of the carriers as low as it can be done?—Decidedly.

2115. A person who has no regular connexion with any particular carrier tries to ascertain which carrier will convey it upon the lowest terms?—Decidedly.

2116. Mr. *H. Baring.*] How many carriers are there upon the line?—From Liverpool to London direct, there are four.

2117. Sir *John Guest.*] In the account you have referred to, you make the profit 6*s.* 4*d.* a ton, do you charge any species of goods at a lower rate than 3*s.* 6*d.*?—No; that is the lowest description, of which there is the highest proportion.

2118. You make the profit upon those 6*s.* 4*d.* a ton?—Exclusive of capital and risk of damage, and so on.

2119. You charge silk 6*l.* a ton?—Yes.

2120. What is the profit upon that?—That it is impossible to say, it varies so much.

2121. Though you get a profit only of 6*s.* 4*d.* a ton on ordinary goods, do not you get 2*l.* 10*s.* a ton upon silk?—No, not 1*l.* 10*s.*; it is 4*l.* 11*s.* 4*d.*; subtract that from 6*l.*; it will appear to be 1*l.* 8*s.* 8*d.*

2122. Making out of the cost of carrying and carting 3*l.* 3*s.* 8*d.* a ton, leaves you a profit of 6*s.* 4*d.* on the price of carrying goods generally?—Yes.

2123. Deduct the cost of 3*l.* 3*s.* 8*d.* from the charge of 6*l.* for silk, what does that leave you; does not it leave you 2*l.* 16*s.* 4*d.*?—I am taking a general average here, that would not come into the general average.

2124. You stated, the lowest price you charge for any description of goods is 3*l.* 3*s.* 8*d.* a ton?—That is the sum, exclusive of the article of silk, which I was directed to state separately.

2125. Do the London and Birmingham charge you more for carrying silk than for carrying other goods?—No; they charge me the same for all.

2126. Does the Grand Junction charge you more for carrying silk?—Yes; they charge me 40*s.* a ton for carrying silk.

2127. They charge you a greater price for carrying silk than other goods?—Yes; silk is marked 2*l.* in their own list.

2128. What is the difference between the charge for the ordinary run of goods and the price for silk per ton?—As far as I can see, by casually running over it, it is 1*l.* 3*s.* 4*d.* and 40*s.* for silk, making a difference of 16*s.* 8*d.* per ton.

2129. *Chairman.*] You have stated the evils arising to your trade from the companies themselves carrying, do you think that preventing those companies acting as carriers would of itself entirely remedy the evils of which you complain?—Most decidedly; I not only speak my own opinion, but Mr. Glyn, the chairman of the London and Birmingham Company, with whom I was speaking this morning, stated his opinion decidedly that they ought not to be carriers; as regards my own opinion upon that question, it is undoubtedly that the public would be protected better than they would if the companies were to have the monopoly; the Grand Junction Company have told me positively that they wished no carriers on their line at all, and that it was their intention, as soon as possible, to get rid of the whole of the carriers, and that they should have the line to themselves: their own servants have told me that if they do that, there will be a monopoly of 97 miles of road; the nearer the railway can be brought to assimilate to the same legislative enactments as the canals, the better it will be for the companies themselves; and it will be infinitely superior for the public generally, because, where there are a number of carriers, there always will be means existing between the carriers to keep down the prices; if one carrier were to charge more than another, he, as a matter of course, would lose his connexion; and if they unite together to charge a higher price, there would be others immediately come upon the line to bring it down again to its equilibrium; the number of carriers is like water, it brings everything to a level.

2130. On the canals you state that you yourselves find the propelling power; do you propose that the carriers shall find their own locomotive power on the railroad?—Decidedly not. I think the company should have the power to work their own line in whatever way they please, and to appoint the time of departure; they must have that in their own hands, to keep the regularity of their trains, and that there should be a certain hour for goods to be there to go by the respective trains, delivered on their premises at that hour.

2131. Do you not think the railway companies could still favour one carrier to the injury of others. Undoubtedly, and they now do it. I do not work the Southampton Line, but I understand there is a strong preference given upon that line to one carrier.

2132. Mr. *Easthope.*] What is the name of the one preferred to the others?—Mr. Chaplin.

2133. Do you know the fact?—I do not; but Mr. Dibbin has stated the fact to me.

2134. Do you not think that, even after the company were prevented being carriers themselves, they could still favour one carrier to the injury of others?—They might do that undoubtedly, by giving positive order to that effect, unless there is a clause in the Act of Parliament that all should go by one train.

2135. The mere preventing the railway companies being carriers themselves, without a further provision, would not cure the evil of which you complain?—No, unless there was a clause that all should go at a certain time.

2136. Sir *John Guest.*] Supposing they keep within the terms fixed by the Act of Parliament, may they not, by a high charge to all the carriers, still get as much profit as they do now?—No doubt they might. I would explain to the Committee the position of the Grand Junction by their Act of Parliament. It is an Act of Parliament for carrying entirely; there is a certain limit as regards the price of carrying; so much per ton; but their locomotive power they can charge what they please for, and they need not supply it to any one unless they like; there is no protection for the public.

2137. Though there were 20 carriers on the road they still might have a monopoly in the price charged?—They might. I believe it stands the same on the London and Birmingham Act. I believe they have no restriction on the locomotive power.

2138. Mr. *H. Baring.*] Still that would be equal as it respects all the carriers?—Decidedly, but still it is less objectionable. On the Birmingham Canal, they not being carriers on their own line, we do not come into collision with them.

2139. Mr. *Easthope.*] You stated that you knew of one company in which there was great partiality in favour of one particular carrier, and you stated an instance; have you ever heard that of any other company than that?—It does not exist at present; there was a very great preference formerly on the London and Birmingham, but that has ceased to exist.

2140. You believe that, with the exception of the one you have named, the Southampton, there is no such preference given on any other?—That I cannot say; I have not heard of anything with respect to the London and Birmingham Railway; it is now much more efficient, and works more pleasantly with the carriers than it did before.

2141. Do you think that the companies conveying goods themselves, and placing the carriers upon terms to convey the goods with equal facility, that would be detrimental or beneficial to the competition in favour of the public?—Highly detrimental to the public; there would be no end of collision.

2142. Assuming that the terms of conveyance were to be quite equal with regard to them, that being secured, will you be good enough to explain why you think that would be detrimental to the competition in favour of the public?—It would hardly be possible to restrain the servants of a public body strongly interfering to give a preference to the company; it is that which now operates very strongly on the part of the Grand Junction, and the detention of goods we frequently suffer; there are continually conflicting interests and cross purposes, if I may use the expression, in the servants of the carrier, as well as the servants of the company; it is not possible for us, as carriers, to be present at all our various stations, consequently it is entrusted to agents, and then there is a collision between our agents and those of the company, which would be very prejudicial indeed.

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2143. The Committee are to understand, that you think there could not be the same facility for securing the conveyance to the carriers that there would be to the goods entrusted to the company?—I consider that there would always be a preference given to the goods despatched by the company,

2144. Supposing there were regulations laid down that would insure the goods entrusted to the carriers being conveyed as punctually with respect to time, what then would be the objection against the competition of the companies?—If that could be brought out, the objections would be largely removed; but it would be, in my opinion, impossible; it is the collision does the mischief.

2145. Your great objection, supposing yourself the representative of the public, and not a carrier, to the company carrying goods, is, that they interfere with the carriers, and that they never will convey the goods of carriers entrusted to their care as soon and with the same regularity as they will convey the goods consigned to themselves?—The public have expressed that; my own customers have expressed it, and I believe there was a gentleman examined at the last meeting who expressed this sort of difficulty; there are matters to be attended to every day: if there is a damaged article, the loss is made good instantly, and it is arranged by the carriers; but the paraphernalia of a public company is such, that, in the quickness required in the carrying, there is great difficulty in arranging those; there must be a letter, an answer, and so on, and all those delays and inconveniences which persons engaged in trade cannot put up with; it is highly detrimental to them.

2146. Assuming that this, which you think is attended with difficulty, could be satisfactorily regulated, that is, that the carriers could have an equal security for the despatch of goods entrusted to them as the customers of the company have for the despatch of the goods entrusted to them; supposing that to be capable of satisfactory regulation, do not you think that the company, being able to convey goods themselves, would prevent the carriers, if they were so disposed, charging at too high a rate?—The carriers themselves prevent each other; it always has been so on the line of the canal; the competition between the carriers is the only guarantee the public have had against being charged an excessive rate.

2147. You do not think the company, themselves being one of the carriers, would be any security against the carriers, if they combined in charging too high a rate?—Certainly not; for the moment the rates are agitated by any carrier, that moment it creates opposition between them.

2148. Do not you think that the companies have an interest in the goods being conveyed at a low charge that the carriers have not?—The interest would be in this way: if the companies had the power of saying we are carriers, the other carriers may be destroyed whenever they please, by their charging a rate at which no carrier could convey, because they might do the business at comparatively nothing.

2149. Is it not the fact that the Company would have an interest in carrying at a low rate, in order to get the goods by their own conveyance?—Decidedly; and thus get the monopoly.

2150. So that if the expense on the road was low, in consequence of the competition kept up, there the railway company could make theirs still lower, in order to drive everything off the road?—Decidedly.

2151. Thereby the public would have their goods carried at a lower rate?—They would for a time, but whenever the carriers were destroyed they might charge what they liked.

2152. Sir *John Guest.*] How many carriers are there on the London and Birmingham Railway?—I do not know the number; there must be a good many to Birmingham and different parts.

2153. How are the goods delivered at the end of the railway?—They are delivered to the agents for the company, who see to the conveyance of them on.

2154. Do the servants of the London and Birmingham Company interfere with them?—They have nothing to do with the trucks at all; our own servants load and unload them, and place them in a certain position for going on.

2155. No carrier can carry on that line unless he has an establishment of servants to receive his goods?—No, decidedly not.

2156. A small carrier, who has no means of keeping servants there, has no chance of competition with other carriers or the company?—He might have a trade

a trade to a certain amount; he may send it by another carrier, with whom he agrees to do the business for him.

2157. The larger carrier has a great advantage over the smaller carrier?—Yes; the arrangement being that there must be two truck loads.

2158. Has not a person who chooses to send small quantities of goods by the canal greater facility than persons competing on the railway?—I should say not; we receive goods from the smaller carriers now in a variety of ways.

2159. Are there not public boats on the canal?—Persons may hire boats from the boat-builders.

2160. Cannot a small carrier send by a coal-boat or an iron-boat?—Any carrier will take his goods for him.

2161. Does not that operate as a check upon the larger carrier?—It operates as no check upon the larger carrier upon the canal at all, for it would not be worth any person's while to take that half load or ton weight; he must have his full boat.

2162. Are there not some return-boats constantly going from London to Manchester?—Continually.

2163. Those boats that are employed in carrying coal, and iron, and salt, and so on, are not they employed in carrying goods back?—They are not boats fit to be employed for general goods; they may carry corn, or sometimes provisions.

2164. A person may, if he chooses, send goods by those boats?—Yes, but they do not like to do that, for the parties are so little known.

2165. But still that may operate in a degree against the larger prices?—It may.

2166. Mr. *Thornely.*] Do you understand it to be a complaint on the part of the public on the Liverpool and Manchester Railway that the company are the sole carriers?—I have heard no complaint on the line, it is too short a distance, and that has had no great effect at present in conveying goods.

2167. Upon a line of 36 miles in length it is your opinion that the interests of the public are not injured by the company being the carriers?—I believe it is only 31 miles, but I know little of that railway, not having gone over it.

2168. If a railway is 97 miles in length, that will, in your opinion, have an injurious effect on the public?—Yes, the influence of the Manchester and Liverpool Railway is almost confined to the two towns of Manchester and Liverpool, but it is different on other lines.

2169. Mr. *H. Baring.*] In any case, you think the public have a much more easy remedy against the carriers, in case of any accident, than they would have against any company?—Decidedly; I have an instance here of a claim on glass, which the company refuses; a claim of 14 *l.* 4*s.* 2*d.* made on us in Liverpool, by our employer there, for a Mr. Moss, of Liverpool.

2170. Have you paid that claim?—I have not paid it, it has only recently occurred; we have made our claim on the company.

2171. Have they refused to accede to that?—I have in my hand this letter, written by one of my clerks, to the agent of the railway company in Liverpool:—"Mr. Comber.—Sir: Per truck 163, this day is received one case glass for E. Moss, Liverpool, several plates of which are broke, and for which we shall hold you accountable for any claim that may be made upon us in respect of such damage." This is the claim they made on us, amounting to 14 *l.* 4*s.* 2*d.* The answer that was received in Liverpool was from Mr. Comber, their agent: "Enclosed I return you Mr. E. Moss's bill for 14*l.* 4*s.* 2*d.*, for broken plate glass, which the Grand Junction Company cannot allow; first, because they hold your signature for it, per '—— Backhouse,' without any remark of anything amiss when he took it away, and the damage may have occurred after it left us; and, secondly, because the company do not hold themselves responsible for breakage of glass, unless it be insured."

2172. In that case the public would have no redress from the railroad company, whereas they will have from the carrier?—Yes.

2173. Sir *John Guest.*] Do you always allow for breakage of glass?—We allow them under peculiar circumstances; this is a house we do large business with.

2174. Supposing the goods taken away from your warehouse without remark, is it not likely you would make the objection which the company have made?—We are so accustomed to each other, and have that understanding with each other,

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other, that if a house send up a note that there is damage, we sometimes allow it without looking at it at all.

2175. Suppose a perfect stranger claims for injury done to goods, should you pay it?—If we deliver it, we do; if he sends for it, we do not; but it depends upon the circumstances of the case; almost every case varies.

2176. Mr. *Freshfield.*] You would inquire also whether it arose from bad package?—Yes, it is examined to see whether it does not arise from that; in this instance there were a number of plates of glass, and only a few broken. Here is a letter I have from my clerk in Birmingham, addressed to Mr. Comber, upon the subject of the glass: "We have seen Mr. Eborall respecting the glass broken; it was in good condition, and safely stowed in one of the junction waggons, in the presence of Mr. Brough and two or three of the railway clerks."

2177. Mr. *H. Baring.*] This was in reference to the same accident?—Yes.

2178. You are understood to say that the company declare they are not liable for that accident?—They state that.

Mr. *Thomas Lander,* called in; and further Examined.

Mr. *T. Lander.*

2179. *Chairman.*] SINCE you were here before have you any further evidence you wish to produce to the Committee?—I have, with regard to delays and preferences given by the company to themselves over other carriers.

2180. What company?—The Grand Junction Railway Company. I have an instance here which occurred the last week since I was here.

[*The Letter was read, as follows:*]

Liverpool, 29 Feb. 1840.

The Grand Junction Company give a preference to their own goods when they arrive here, by occupying the first warehouse of a range at the top of the yard; so that the instant the trucks have passed through the tunnel they commence unloading their own goods, either there or at No. 5, whilst ours, being obliged to pass to the bottom of the yard, have frequently to wait hours the removal out of the way of very many trucks which may be before them on the line, containing Bolton or Manchester goods; for instance, February 21st, the train left Birmingham 1 a.m., arrived at the top of the tunnel 9.45 a.m., at the Grand Junction warehouse, 10.15 a.m., at the carriers' shed for discharging, 2.30 p.m.

1840.	Left Birmingham.	Arrived at the Top of Tunnel.	Arrived at the Grand Junction Warehouse.	Arrived at the Carriers' Shed.	
Feb. 22 -	12 night	9.40 a.m.	10.15 a.m.	2.30 p.m.	4 hours 15 minutes lost.
- 24 -	8 p.m. 23d	3.50 a.m.	7.30 a.m.	9.15 a.m.	1 - 45 —
- 25 -	12.30 a.m.	8.15 a.m.	8.30 a.m.	11.30 a.m.	3 - 0 -
- 26 -	12 night	7.50 a.m.	8.15 a.m.	11 a.m.	2 - 45 —
- 27 -	12 -	1.17 p.m.	2.25 p.m.	3.30 p.m.	1 - 5 —
- 28 -	12.30 a.m.	10 a.m.	10.20 a.m.	2.35 p.m.	4 - 15 —
- 29 -	12.15 a.m.	8.40 a.m.	9.20 a.m.	1.35 p.m.	4 - 15 —

By this it will be seen that the company's goods are discharged and delivered in the morning, whilst ours are frequently left until the afternoon, too late for delivery to the vessels sailing coastwise the same day, and often too late for us to deliver all the town goods the first day.

Messrs. Pickford & Co., London. (signed) *Thomas Lander.*

2181. Mr. *Loch.*] Have you any other fact to mention to the Committee?—I have another here, which is a continuance this very week, of which information has been received since I came to town. There are some other circumstances with regard to the advantages of the competition of carriers. I could state what is the general custom of merchants. When merchants want to have a quantity of

of goods, 10 or 20 tons, or a large amount, they inquire whether the market is better in London or Liverpool, and then the expense of changing the warehouse of those goods; and if that be low, they convey them. They, generally speaking, apply to us, to ask the rate of our carriage; they then go on to the other carriers who happen to stand foremost perhaps at the gate of the canal company. I can see them from our office going to the offices of other carriers, and if they find it will pay them to send the goods at the rate we offer, they send them: thus they have an advantage which they would not have if it were a monopoly. That occurs almost every day in the first houses in London.

2182. *Chairman.*] Do you think that the public will be benefited if the company be restricted from being carriers themselves?—I think they will.

2183. Do you not think that the company, with the advantages they have at present, can carry for the public at a cheaper rate than the carriers?—They might carry at a cheaper rate, by not charging themselves with locomotive power, or the tonnage; they might allow nothing for tonnage, which they will of course compel us to pay.

2184. You do not think, therefore, that having their own warehouses, and their own men constantly in attendance for other purposes, they may, by obtaining the conveyance of large quantities of goods, carry for the public more cheaply than the carriers can?—I do not see why they should. I think their locomotive power is like the providing water which is necessary for the haulage. I think they ought to provide the railway with locomotive power quite as much as the canal company is bound to find water for the canal.

2185. Is not finding the locomotive power more similar to finding the horses upon the canal?—It combines both, I think. There can be no transit without a rail, and there can be no hauling without water.

2186. Finding the rail is like finding water, and finding locomotive power is similar to finding the horse to drag the boat?—I think there is not much analogy between them, for there must be so much more expense incurred.

2187. Sir *John Guest.*] Supposing the work was entirely in the hands of the company, would not there be competition by the canal against their charging too high a price?—That always is a question; if people do not want their goods in a hurry, they send them by those which carry lowest, which is the canal.

2188. If the carriers on the canal charged the same as on the railway, would not that operate against them?—I can only speak to the Grand Junction Company; the canal still carry lower than they do.

2189. Persons pay more for the sake of saving time?—Of course.

2190. Is not a monopoly always acted upon by the price at which goods can be carried by other conveyance, taking into account the difference of time also?—It is not a monopoly if there are other modes of conveyance.

2191. Suppose they were to drive you entirely off the road, what would be the effect?—Then I conceive they would charge the public what they choose, if the Act of Parliament allowed it.

2192. Would not the price they were enabled to charge the public depend upon the cost of conveyance on the canal and on the road?—I think they would not have so great an advantage the having all to themselves as if there were 20 carriers all competing with each other upon the railway, bringing it down to the lowest possible rate of profit.

2193. Mr. *Easthope.*] Suppose a competition between a canal and a railroad, do you believe that the circumstance of the railway proprietary being carriers themselves, would induce them to carry cheaper in order to get the goods from the canal, and thereby would not the public be benefited?—I think not; I think, if they encouraged the carrying by different private companies, their advantage would be equal to carrying it themselves.

2194. The carrier taking the goods, he equally gets his goods whether they go by the canal or by the railway; but the railway company carrying the goods can only convey them by railway; in that view of the case, do you not think that the railway company, being competitors, is likely to yield a benefit to the public?—I do not see that. Moreover, I think that in the course of a little time, when the shares have changed hands, in another generation, it will be almost impossible for them to be carriers.

2195. Why?—Because the arrangements will be formed as they are in the shares of canals at this moment; they find it more advantageous to allow the

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public to do that. As the present shares fall into the hands of widows and daughters, and they are to be managed by trustees, I think in a future time it will be impossible for them to do it. I think the canal companies find it so now.

2196. Sir *John Guest.*] You think the evil will cure itself?—I think it will; but then there must be a generation pass.

2197. Mr. *Easthope.*] Be kind enough to state how that will be the case?—Suppose they were to offer the advantages which Pickford & Company have; they have now 150 agencies in different parts of the kingdom. If I were a proprietor of a railway I should be very sorry to have my money laid out in establishing such agencies before I receive a profit. It has been the work of a great many years, and now it is not felt by Pickford & Company; but still there has been a vast deal of money laid out, all tending to the advantage of the public. I can give an instance: before they had an agency at Wolverhampton, 20 Years ago, Mr. Baxendale told me it cost them 5,000 *l.*, and was 10 years before it paid them anything. That is only one instance out of 150 agencies. They must have places for receiving goods, and carts for collecting goods, and a variety of expenses they must incur.

2198. You think the power of the carriers, in the progress of time will effectually overrule the power of the railway companies, and prevent their being carriers themselves?—I should think it would in the progress of time; I think it will not be for their ultimate benefit.

2199. And that they will be overruled by the power of the carriers?—I think so.

2200. Mr. *Thornely.*] You made it matter of complaint that the carriers were short of accommodation at the railway station in Liverpool; that the Grand Junction Company did not provide sufficient accommodation?—I did.

2201. Does not the railway station at Liverpool belong to the Liverpool and Manchester Company?—I believe they do the business for the Grand Junction.

2202. The station belongs to the Liverpool and Manchester Company?—Yes.

2203. The Grand Junction Company are a sort of sub-tenants, are they not?—Yes, I believe they are.

2204. Are the servants in attendance at the railway station for goods at Liverpool the servants of the Liverpool and Manchester Railway Company, or the servants of the Grand Junction Railway Company?—I believe the Liverpool and Manchester Company have undertaken to do the business of the Grand Junction Company, to find servants to prevent the mixing of the servants. I was asked whether I thought it reasonable that the railway company should find accommodation for the carriers; I said I thought it was; but I think the companies have not the power which the canals have of taking land when they want it, or we might be better provided with accommodation.

2205. Sir *John Guest.*] The great advantage they have in Liverpool is their having the best warehouses?—Yes. There is one important thing with regard to stationers' parcels, the periodical papers at the end of the month; they are very anxious to have them in the morning; if the papers go by the company, in consequence of the advantage to their warehouse, they certainly can get in the morning; if they applied to us they could not.

2206. If the warehouses were reversed, that would give you an advantage?—It might.

2207. Mr. *Thornely.*] Do you think that the whole space allotted to the management of the Liverpool and Manchester and Grand Junction Companies is of itself too circumscribed, or is it owing to the want of additional expense you have not sufficient accommodation?—I do not know enough of the working of it to say whether they give us all the advantage they might, but the whole does appear certainly to be too circumscribed.

Mr. *James Coles,* called in; and Examined.

Mr. J. Coles.

2208. *Chairman.*] ARE you in the house of Leaf & Co.?—I am a partner in the house of Leaf, Coles & Co.

2209. Mr. *Loch.*] What is the nature of the trade in which you are engaged?—A general trade, comprising most of the manufactures of the North of England, Scotland, and Worcestershire.

2210. Are

2210. Are you in the habit of receiving goods by canal from Liverpool and Manchester?—Not at present; we were before the railway was opened.

2211. When you were in the habit of receiving goods by canal, did they come regularly?—To the best of my recollection, they did.

2212. Do the goods you have now come with the same regularity?—Generally, I should say they do.

2213. You have not met with much inconvenience in the time of the receipt of your goods?—I cannot say that we have.

2214. Are your goods fancy goods?—Fancy silk goods, and cotton goods, and so on.

2215. Have you employed the company, or private carriers?—We employ, principally, Messrs. Robins.

2216. Have you met with any inconvenience in consequence of your employing Messrs. Robins & Co. and not the railway company?—I cannot instance any inconvenience.

2217. What have you to state to the Committee?—I cannot say whether we have anything particular to state: Mr. Leaf was to have attended the Committee.

2218. *Chairman.*] Did not you sign a petition?—We did not sign the last petition; but we quite agree with the prayer of it.

2219. What is the prayer of it?—It is to prevent the railway company obtaining a monopoly as carriers on their own railroad.

2220. In what way do you think them likely to obtain a monopoly?—By having advantages, as carriers, which the carriers have not themselves.

2221. To what advantages do you refer?—I apprehend they would be able to carry goods at a lower rate than the carriers themselves.

2222. Would it be an advantage or a disadvantage to the public that the goods should be carried cheaper?—That would be decidedly an advantage.

2223. Is it your opinion that the railroad companies being carriers, and carrying cheaper, would be a disadvantage?—My opinion is, that by being able to carry cheaper, they would drive the regular carriers out of competition with them, and thus gain a monopoly.

2224. Mr. *Freshfield.*] And then that they would charge as they liked?—That follows of course.

2225. Sir *John Guest.*] Are you aware that the charge is limited by Act of Parliament?—I am not aware that it is.

2226. Lord *Granville Somerset.*] You are aware that the charge is limited, so far as the tolls go?—Yes.

2227. You do not conceive that applies to the charge for locomotive power?—No.

2228. What you mean to state is, that as to the locomotive power, the charge might be unlimited?—Yes.

2229. Sir *John Guest.*] You receive the goods better now than by canal?—We receive them more expeditiously.

2230. Do you receive any other advantage?—We receive an advantage in the cost; they are cheaper, and more expeditious.

2231. Suppose the company should make what you consider an extravagant charge, could not you resort to the canal?—Yes; but that would be a very poor resource, for dispatch is one of the most important advantages we have, celerity in the delivery of goods.

2232. You are understood to say that the cost of bringing the goods by railway is now less than it used to be formerly by canal?—Yes, or than it used to be by van.

2233. Suppose a monopoly of carriages on the line, the canal competition would still exist?—Yes; but we should then require four days to get that which we now get in one.

Martis, 10° *die Martii*, 1840.

MEMBERS PRESENT.

Mr. Easthope.	Viscount Sandon.
Mr. Freshfield.	Lord Seymour.
Mr. Greene.	Lord Granville Somerset.
Sir John Guest.	Mr. Thornely.
Mr. Loch.	

LORD SEYMOUR IN THE CHAIR.

Mr. *Edward Bury*, called in; and Examined.

Mr. *Edward Bury*.

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2234. *Chairman.*] YOU are the superintendent of the locomotive power on the London and Birmingham Railway?—I am.

2235. The locomotive power used both by the passenger train and the goods train?—Yes.

2236. What is the number of trains that go with passengers and with goods each day?—There are eleven trains with passengers per day start from Euston-square, and two luggage trains from Camden Town.

2237. Do you mean each way each day?—Yes; there are only nine passenger trains from Birmingham, but there are eleven from London; one which goes to Aylesbury and another to Wolverton.

2238. The goods trains are equal in number each way?—Yes.

2239. The passenger trains carry no goods, do they?—None whatever.

2240. And the goods trains do not carry passengers?—No; the one is confined to passengers, and the other to goods.

2241. Is the cost of the engine for the conveyance of goods greater than for passengers?—Yes; the cost of the passenger engine is 1,250*l.* exclusive of the tender, and that for goods is 1,350*l.*

2242. What is the price of the tender?—£. 180.

2243. What weight of goods will one engine convey?—The calculation is, that they should be equal to take a gross weight of 150 tons.

2244. Do they often exceed that weight?—Yes, very frequently.

2245. For the passenger trains you allow five hours between London and Birmingham?—Some of the trains we allow five hours, and some six hours; the day-mail, and some of our first-class trains, are allowed five hours; and some of the others six hours.

2246. What time is allowed to the goods trains?—We have not a fixed time, but we calculate they will be about eight hours between London and Birmingham; the goods trains give way to the passenger trains invariably, and their departure from Wolverton depends altogether upon the time of the passenger train coming up.

2247. Sir *John Guest.*] Do you send any goods with the mail trains?—No; we send parcels, but no goods.

2248. *Chairman.*] Formerly you were entering into a contract with the company for locomotive power?—I had a contract.

2249. You proposed to carry passengers for a farthing per head per mile, and goods for a halfpenny per ton per mile?—Yes.

2250. Sir *John Guest.*] Did you find the engines in that case?—No, the company found them; I kept them in repair, and found the materials for repairing; the Company found the workshops.

2251. *Chairman.*] That contract was never carried into effect?—It was not.

2252. Do you think, with the experience you have had, that that would have afforded a fair criterion for the charge on goods?—Not in the way we are proceeding; we are not getting the quantity of goods we expected; we have not arrived at that point yet; it has not been desirable that the company should have a larger quantity of goods.

2253. Since

2253. Since the railway has been opened the number of passengers has gone on increasing very much, has it not?—Regularly increasing.

2254. Has not the quantity of goods gone on increasing?—No, it has remained stationary for some time.

2255. To what do you attribute the increase of passengers but the quantity of goods not having increased; do you apprehend that the price is such that the public cannot use the railway for the conveyance of goods?—I think the company have rather been inclined not to increase the quantity of goods; it would have been a great injury to the company to have had a greater quantity of goods.

2256. Would it be injurious to the company to send more than two goods trains from London to Birmingham per day?—Two are as many as they ought to send.

2257. Then, of course, they cannot take more business?—It would not be desirable they should at present.

2258. Have you formed any calculation of the cost of the locomotive power required for the conveyance of goods, as compared with that required for the conveyance of passengers?—I have not at present the means of making a calculation; the goods engine will cost more for keeping it in repair; the wear and tear of the goods engine is much greater than that for the passenger traffic.

2259. Sir *John Guest.*] What is your estimate of the value of carrying goods per ton per mile?—A great deal will depend upon circumstances; a great deal on the quantity of goods; if we have an engine always loaded, we can carry them much cheaper than where there is an irregular traffic.

2260. Can you put no amount to it?—There is some difficulty in answering that question.

2261. Mr. *Freshfield.*] You appear to have an objection to sending more than two goods trains in the 24 hours; have you the same objection to increasing the length of the train, and of course increasing the locomotive power?—The reason we do not want to increase the number of trains has been the difficulty of keeping the road in repair.

2262. Have you the same objection to increasing the length of your train when you have a greater quantity of goods, and of course increasing the locomotive power?—We have a great objection to increasing the length of the trains, for the coupling chains are not calculated for the strain to which they are exposed in taking a long train load.

2263. Sir *John Guest.*] Have you any objection to send a limited quantity of goods with some passengers in the course of the day?—I do not think the company could do that at present; it would require a considerable outlay of money to produce the despatch; as far as the locomotive power is concerned, there would be no objection.

2264. Would not it be a great convenience to the public?—I cannot say; the public might be inconvenienced, inasmuch as the passenger trains might be detained by the irregularities of the load.

2265. If the public had an opportunity of sending a limited quantity of goods by the day trains, would not that be a great convenience?—We send goods to Aylesbury by the passenger trains.—(Mr. *Creed.*) A considerable number go by the passenger trains now.

2266–7. *Chairman* to Mr. *Bury.*] The London and Birmingham Railway Company are not carriers of goods themselves, are they?—Not carriers of goods, they are carriers of parcels.

2268. Do they limit themselves in weight?—I believe the Act of Parliament limits the weight of parcels to 5 cwt.

2269. Do they prevent the carriers bringing packages under that weight?—I am not aware that they do, I never heard that.

2270. The carriers may also carry packages of less weight than 5 cwt., as well as the company?—Yes, I do not know of any regulations to the contrary.

2271. They may also carry parcels?—I am not sufficiently acquainted with those regulations of the company; I take the trains whatever they may be, without reference to what they consist of.

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2272. How many carriers are there now on the London and Birmingham Railway?—Fifteen.

2273. Do any of those carriers possess offices or warehouses on the ground of the company?—They have accommodation both at Camden Town and at Birmingham; at Birmingham they all have offices on the company's ground.

2274. Mr. *Loch.*] You state that the company are not carriers of goods themselves; has it been under the consideration of the company, as far as you know, whether it would be a fit measure for them to depart from that system, or to continue not being carriers of goods?—I never heard anything to that effect.

2275. Have you yourself ever considered that point?—No, I considered the matter as settled, that the interest of the company was so completely in favour of their not being carriers that I considered the matter as settled.

2276. The system adopted has been adopted after consideration, and the discussion which has been given to the point has led you to the result that it would not be advantageous to them to be carriers?—I always understood it was after the fullest consideration that the company abandoned the idea of being carriers themselves.

2277. Can you state the reasons which induced the company to come to that result?—No, I was not present at the board, and cannot state the reasons which influenced them.

2278. What are your own reasons?—That it would be more advantageous to the company to allow carriers to come upon the line, that our earnings would be greater with less inconvenience, and less trouble to ourselves.

2279. As far as the public were concerned?—That the public would be better served.

2280. Is it your opinion that the company make more, receiving tolls merely as the owners of the railway, than they could do if they were to carry themselves, and try to make a profit out of the trade?—That is my opinion decidedly.

2281. Have you any estimate of what the cost of carriage would be, the company being carriers?—No, I have not.

2282. It is rather the result of a former calculation you have arrived at than trying to work it out in figures?—We have no sufficient data on which we can come to a conclusion; we cannot ascertain on the Grand Junction, for instance, what amount is due for toll; if we could get what is due for toll we could then probably arrive at some conclusion whether it was advantageous to them or not; everything on the line on which the company are carriers is of course profit to the carrier; there is no toll charged.

2283. In the case of the London and Birmingham Railway there is a toll charged to the carrier for the use of the line?—Yes.

2284. In those cases where railway companies are also the carriers, do they not charge themselves in their accounts with the same amount of toll as they would charge a private carrier?—I have never seen such an account.

2285. Then before a company can arrive at the result whether they can make money as carriers, they ought to charge the same amount of toll against their own goods as they charge against those of the carrier?—I should think so.

2286. Is there any difficulty in making out an estimate of what should be charged for locomotive power?—I do not think we have sufficient data for that at present.

2287. Do the companies who are carriers charge themselves for locomotive power in the same manner as they have charged the carriers?—No, it is all charged in one item; both passenger and goods traffic together.

2288. As far as the accounts of those companies go, they do not distinguish between profit arising to them as owners of the railroad and as the carriers of goods?—No, it all goes together.

2289. You say that the public are more benefited by the private carrier being allowed to use the railway and the railway company not being carriers, what are the advantages the public derive from that system?—I think they have a better chance of responsibility from the individual carrier in whose hands they place the goods, than if they were placed in the hands of the company.

2290. Is it your opinion, in the first instance, that a common carrier can collect the goods, and fetch them to the station more economically, and more

to

to the advantage of the public, than the railway company could do?—Decidedly.

2291. Are you of opinion that they can distribute those goods at the other terminus more beneficially to the public than a great company could do?—I think so, decidedly.

2292. Suppose, for example, all the railways about to be opened between this and York, if a private carrier is employed to deliver goods from London at York, the consignor of the goods would look only to the carrier to whom he gave the goods?—That would be the ordinary practice.

2293. He, of course, would make his arrangements with all the different companies?—Yes.

2294. Would the same facility be afforded to a person having to send goods from London, if the London and Birmingham Company were to take possession of the goods at Birmingham, and deliver them over to the next railway in the route to York?—No, I think there would be endless confusion.

2295. As far as your opinion goes, it is entirely to the advantage of the public that the private carrier should be allowed to make use of the railroad?—That is my opinion, decidedly.

2296. Have you ever considered what the effect would be, were the company carriers in competition with the private carrier; would he be enabled to maintain his ground?—No, I do not think he would.

2297. Is it your opinion that the inevitable result of that competition would be, that the public company would run the private carrier off the line?—I think there is no question of that.

2298. That, in your opinion, would not be advantageous to the public?—I should say, decidedly not.

2299. You have said that the company carry parcels?—Yes.

2300. Does it appear to you that the same reasoning would apply to the carriage of parcels as applies to the carriage of goods generally?—I think the parcel traffic is quite a different sort of traffic; the parcels are all brought to the station, and all delivered to the company.

2301. Are they delivered to the company by the persons who send the parcels, or does the Parcels Delivery Company, or some other person, bring them?—I do not know that the company have anything to do with them; many I know are brought by the persons who come and bring them as to a coach-office.

2302. Do you know how the parcels are charged by the company?—They are charged like coach-parcels, in some instances by weight, in some instances by piece.

2303. Do you know whether the private carriers put a great number of small parcels into one package?—I cannot say.

2304. What is the charge for locomotive power for goods?—The company charge 6*s.* per ton each way; but they charge the 12*s.* on the greatest amount of tons one way.

2305. So that, in point of fact, if the quantity of goods sent from London to Birmingham exceeds that coming back, you charge upon the gross quantity?—Yes; the train and the empty waggons have to come back again, and there is a certain cost incurred.

2306. What were the calculations which made you think 6*s.* was a remunerating price to the company?—The estimate for my contract was the principal item, and the interest of the money in repairing shops, and so on. I should say the company are charging too low for that.

2307. You do not think it can be done for that?—No, I do not.

2308. Lord *Granville Somerset.*] Why did you make the arrangement charging on an uncertain amount, instead of on the positive amount; suppose you take down 150 tons, and only bring 50 tons back, why do you charge upon the whole?—Because we must bring the empty waggons back.

2309. Is it supposed more advantageous to the company to charge in that way than to charge so much for the tonnage whatever it may be each way?—I do not know that it is more advantageous; but the company must be paid in some way.

2310. Do you consider that an advantageous mode of making the charge between

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between yourselves and the carriers?—I think it is the most advantageous way; it enables the carrier to keep down his average by bringing goods both ways.

2311. He would pay a greater charge on his goods going down, in consequence of bringing more goods up?—That would depend on his arrangements, and his connexion.

2312. Some carriers carry more goods down than up?—Yes.

2313. It is to check that you have made this general arrangement?—I do not know what the object of the company was in doing it; but it appears to me to be very fair.

2314. Do you conceive the locomotive power is as expensive to the company when it brings back a light cargo as when it brings back a heavy one?—It is very often more expensive, because the engine-driver overruns the speed; the coupled-engine is not calculated for great speed, unless we take off a part of the machinery. If they come with a light load they are apt to come too quick.

2315. That is the fault of your servants, is it not?—It is; but it is one we cannot control at present.

2316. What do you consider the best pace?—The goods engines are not calculated to go at more than 15 miles an hour.

2317. Why do the goods engines cost more than the passenger engines?—Because they are larger, and there is more work in them.

2318. In fact it is not because they are goods engines, but because they carry greater weight?—They are of a peculiar make; they are differently constructed.

2319. Are they necessarily so?—Yes.

2320. Are you aware that the engines cost much less upon the Birmingham line than they do upon the Great Western?—Yes.

2321. Would there be a fair comparison of the cost of locomotive power between you and the Great Western?—I cannot answer that question; I do not know their system of working; I have never been on the Great Western but once.

2322. You have not attended to their mode of working?—Not particularly.

2323. Do you know the difference in their engines?—Yes.

2324. Have you ever considered the propriety of adopting their engines?—Yes, I have.

2325. You prefer the Birmingham?—I do.

2326. What is the ground of your preference?—There is not so much material in motion; the engines are better adapted to the loads on the Birmingham than the Great Western.

2327. Do you mean to say that the Birmingham can carry more loads, with less locomotive power, than the Great Western?—The great advantage to the public will be, in not having a single train per day carrying all the passengers that go, but in having a multiplicity of trains throughout the day; if you have engines of extraordinary power and great magnitude, you never can go with them loaded, for you must go frequently in the day; you cannot get the people together to make a load; but with inferior power and small loads, the engines will be adapted to the load.

2328. Your opinion is that they are better adapted to the load, to secure the proper arrival according to the times you desire?—In all calculations where machinery forms the principal feature in the operation; it is desirable to have the greatest amount of work done by it, without damage.

2329. Have you been very fortunate in keeping your time with your trains the last six months?—Very fortunate indeed.

2330. Have you not been over your time?—In very few instances.

2331. Taking your 11 trains per day, very few instances have occurred of your being beyond your time?—We have been of late very regular; wonderfully so.

2332. Taking the last six months?—Yes.

2333. Can you inform the Committee how often your trains have been beyond their specified time of arrival, at either terminus?—I cannot, without referring to the books; but by a reference that can be immediately stated.

2334. If they were found very regular, that would be an argument that your locomotive power was adequate to the demand?—I should say it is quite adequate.

2335. Have

2335. Have you not the power of allotting between the different trains the expense of their locomotive power?—No, I do not think it is possible.

2336. You cannot state how much more one individual train costs you than another?—We shall ascertain that, but are not able at present.

2337. Are you taking accounts to ascertain that?—Yes.

2338. How do you take those accounts?—By charging the different items of expense to the different engines.

2339. Have you not done that formerly?—We have.

2340. Cannot you ascertain what such an engine takes which draws a baggage train, and what another engines takes which draws a passenger train?—Yes; but we have been obliged to mix them up too much in consequence of not having a sufficient number; we are now confining the mail trains to certain engines.

2341. What are the data on which you made your contract with the company?—My data was supplied by my own observation on other roads.

2342. Do you mean to say that you only went on guess work, or that you made a calculation?—I made a calculation.

2343. What were the heads of your calculation?—The experience of a particular plan of engine, which no person possessed but myself.

2344. The question does not refer to the amount in pounds and shillings you applied to the different items, but the grounds on which you made your contract?—I could describe it, but it will be a long story; I have been always in opposition to the plan of engine adopted on the other roads. I adopted a certain plan of engine, and the engine of the present day is a copy of my original engine I made on the Liverpool and Manchester Railway. It was the experience I had derived from those particular engines which enabled me to do it. No person could do it but myself, because no other person was possessed of the information.

2345. Do you consider it a great inconvenience not having an adequate supply of engines for your traffic?—I consider it a great inconvenience.

2346. Do you consider it more expensive?—Yes; it is by far the most expensive course which can be adopted.

2347. That a full supply of engines will be amply repaid by the regularity of their work?—Yes.

2348. In the price you charge the carriers, have you never separated the charge for locomotive power from the charge for toll?—Upon that I am not competent to form an opinion; that is more in the hands of other persons than myself.

2349. Is it not an essential advantage to have fixed times for the arrival of your trains?—I think decidedly so; the public cannot be well served without all being perfectly understood, and perfectly arranged by the company.

2350. You stated in a former part of your evidence that you had no fixed times for the goods trains?—We have fixed times for their starting; they pass along the line after certain trains. The way in which we work the trains is this: the goods train, which leaves Birmingham after the six o'clock train, will arrive at Wolverton at a certain time; it then remains until a certain passenger train has passed, and it follows that up to London.

2351. Its departure from Birmingham depends upon the departure of the six o'clock train, and its departure from Wolverton on the passing of another train, which starts from Birmingham at a later hour?—Yes.

2352. There is the same regulation in going down?—Yes.

2353. What are the times of the departure of the goods trains from London?—At six o'clock, and after the morning mail at half-past nine; it follows the mail train as quickly as it can.

2354. How are the parcels under 5 cwt. carried; is there a particular carriage for them?—Yes, there is a parcel van.

2355. That carries a large amount of packages under 5 cwt.?—It will carry a large amount; I do not know what amount.

2356. Have you ever found the necessity of leaving packages behind?—I am not aware of that; the train has been delayed a little for the purpose of getting all the packages in about Christmas, there was such an immense number of them.

2357. Do you distribute those packages over London, or its neighbourhood, on their arrival?—I know nothing of that.

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2358. Mr. *Creed.*] They are delivered to Messrs. Horne & Chaplin as agents for the Company.

2359. Viscount *Sandon.*] Your liability continues until the parcel is lodged?—Our liability is continued till the parcel is lodged with the person to whom it is directed.

2360. Lord *Granville Somerset* to Mr. *Bury.*] Can you state how many engines are now working on the London and Birmingham Railway?—We have 78 or 79 delivered.

2361. Do you intend to increase the number?—We consider that 84 will be sufficient for the whole business on the line; an additional number may be required for the Midland Counties Railway.

2362. Have you a variety of power?—We have three powers; the goods engine, a smaller engine for passenger trains, and the mail-train engines, engines peculiarly for the mail trains.

2363. They are more adapted for speed than the others?—They have more power.

2364. How many for the passenger trains?—Forty engines; the smaller class, twelve for the mail trains, two for the Aylesbury line, and 30 luggage engines.

2365. Has it often happened with you to put on more than one engine to your trains?—Yes, frequently.

2366. How do you arrange them?—We put them tandem, one before another.

2367. Do you keep relays on the line?—We have no relay but at Wolverton.

2368. If anything happens to a train what is done?—If a train does not arrive in time an engine is sent out from London to meet it.

2369. Has that often happened?—It has happened, but not so frequently as formerly; we have always two ready at Wolverton, one in London and one in Birmingham. If a train from Birmingham does not arrive at Wolverton at the time it ought, the engine goes on the line till it meets it, and if the train which ought to arrive in London at a certain hour does not arrive, an engine is sent out from London to look for it.

2370. Has it often happened that the engine has been overpowered by the train?—It has happened, but not frequently.

2371. Can your officers at a station be aware of the insufficiency of the engine to the train before it starts?—They ought to know the power of an engine, but they cannot know what may be hooked on at the other stations.

2372. From one station to another ought they not to know the circumstances and the nature of the load which may render the locomotive power insufficient?—That arrangement exists at Wolverton, and we find that arrangement quite sufficient for the purpose.

2373. Suppose an engine is found insufficient between London and Wolverton, there must be a considerable delay before a fresh engine can be obtained?—Yes, but if we find any train is not likely to get up to Tring, we send on another engine with it; if there is windy weather, or any circumstance which may delay it, we send an engine to Tring, there is a descent after Tring, so that there is no further difficulty.

2374. You say you have been wonderfully accurate of late, what margin do you allow?—I think for weeks together we have not had a train at all too late.

2375. You have kept your time within five minutes?—Yes, I do not think one of the mail trains has varied ten minutes; some of the passenger trains are more irregular than others, depending on our connexion with other lines; we have to wait for the Grand Junction and the Birmingham and Derby, and of course we are later with those trains in consequence sometimes.

2376. Do you work the Aylesbury train?—Yes.

2377. Has any proposition been made for stations at distances short of Birmingham for goods?—No application has been made to me, or to my knowledge.

2378. Mr. *Freshfield.*] You are understood to say that you intend to have 84 engines?—That is intended.

2379. Do you happen to recollect what was the number you originally contemplated?—Sixty-six.

2380. You were in treaty with the company, but you never entered into a contract

contract to carry the passengers at a farthing per head per mile, did you?—The contract was made for both passengers and goods.

2381. Do you recollect the particulars you took in as items of expense which would fall upon you?—Yes; I included all the expenses of the engine, together with the repairs; but not the interest of the engine, nor of the shops.

2382. Do you mean including the expense of labour in supplying water?—Yes, water was taken into consideration, as part of the expense that I should have to bear.

2383. Do you recollect any other items of the expense?—No, I do not; it included the whole expense of the engine, except interest.

2384. Sir *John Guest.*] Are you aware that the Grand Junction Company carry goods on their line?—Yes, I am aware they do.

2385. Are there any circumstances with respect to the Grand Junction Company which make it expedient for them to carry goods rather than your company?—No, I think not; they are perhaps dependent on the Manchester and Liverpool Railway; they have no termination.

2386. Do you carry parcels for other lines, to be forwarded on by other lines?—We carry parcels for the Birmingham and Derby to Hampton; they then go forward with their carriages.

2387. How do you manage the charge upon those parcels?—I do not know.

2388. You make a charge for the carrying on your line?—I suppose that is done, but I do not know how the arrangement is made with other companies.

2389. Do you think there would be more difficulty with the goods?—I think so.

2390. The same principle might be adopted, might it not?—No; I think the same principle could not be carried out with goods which can with parcels.

2391. Is the rate of locomotive power limited in the Act of Parliament?—I do not recollect; I think there is no limit as to the locomotive power.

2392. You say you think frequent trains are very convenient to the public?—I think the public would not have the convenience the railway ought to give them, unless there were frequent trains.

2393. Would not the same convenience apply to goods?—I think not.

2394. Supposing a person wishes to send goods in the morning with great haste to London, would not that be a great advantage?—No, I think that is all fancy; that there is no great advantage in it.

2395. You say you have 30 luggage engines, does it require so many for the carriage of goods?—No; we have more luggage engines than we want for the present goods trains; but it was arranged for the carriage of more, and which we shall probably have by and by.

2396. Would there be a difficulty in conveying a larger quantity of goods?—We could arrange for carrying any quantity of goods in the day or the night without interfering with the passenger trains.

2397. There would be no difficulty in despatching further trains after the last at night, if necessary?—I do not like night-work; I had rather do it in the daytime. The more we are in operation at night the more chance there is of stoppages.

2398. You spoke of sending an engine to meet the train; on what line does that go?—It must go on the forward line. I would discharge an engineman at once if he went on the other line.

2399. Are there conveniences for changing?—Yes, every four or five miles.

2400. Is there any difference in the size of the cylinders?—The passenger engine has a 12-inch cylinder, and the goods engine a 13-inch cylinder; the wheels are coupled in the goods engine; the mail engines have 13-inch cylinders also, but not coupled wheels; they have a larger driving wheel.

2401. Are they six-wheel engines?—No, we have not a six-wheeled engine on the line; I am decidedly opposed to them.

2402. What is the weight of the goods engine?—Eleven and a half tons.

2403. Will you give the reasons why you prefer a four-wheeled engine to a six wheeled engine?—In the first place it adapts itself better to the road; in the next place, there is much less weight and motion; there is not the extra pair of wheels to keep in repair, and we get a lighter engine. The six-wheeled engines generally weigh 14 tons, and our passenger engines 9½ tons; the wear and tear of the road will be greater with the six wheels.

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2404. You are aware that opinions differ very much on the subject of six-wheeled and four-wheeled engines?—Yes, I recollect the time when those who now advocate the six-wheeled engines were opposed to them.

2405. What is the relative cost of the one and the other?—The six-wheeled engine is more expensive than the other.

2406. Is that stated on actual experience?—I never worked a six-wheeled engine; I have seen them worked, and have seen the difficulties resulting from them; I judge from the half-yearly statements published by the different companies. I think there is a difference between our engines and six-wheeled engines of about 10*d.* per mile.

2407. Supposing the carriers on the line, supposing that the trade were extended more than it is at present, and there were some small carriers on the line as well as large ones, might not the public suffer by its being in different hands?—No, I think the public would be better served by its being in different hands.

2408. Might not a person have only part of a truck going along the line, and would not that be delayed till the following day?—That must be matter of arrangement; it would not be worth his while unless he had a waggon load of goods.

2409. Would not there be a greater opportunity, if the company were carriers, for sending the goods of small carriers along the line?—No; I think it would be better arranged with a great number of carriers to carry the goods, for two with small loads might unite in one waggon.

2410. Would not the company be enabled to carry more cheaply for the public having all the carriage in their own hands?—No, I am quite sure they could not; I never knew a joint-stock company who would do a thing more economically than private individuals.

2411. When large quantities of goods are taken together, does not that reduce the expense in consequence of the quantity being larger?—Certainly.

2412. The locomotive power is in the hands of the company?—Yes, it must be in the hands of the company for a variety of reasons; if the companies are to be responsible for the correct carriage of the passengers, they must have the whole power in their hands.

2413. You think as it respects the goods to be conveyed, the private carriers would do it cheaper?—I think they would send a greater quantity of goods.

2414. Mr. *Greene.*] Would not individuals sending goods have greater means of obtaining redress from carriers than from the company?—I think there is no question about that; there would be much more satisfaction in the public dealing with individuals than with the company.

2415. For the toll and the locomotive power you make a certain charge?—We make a certain charge, which includes the two; it is understood that the charge for the locomotive power is 12*s.* on the largest amount carried one way.

2416. Do you contrive for each man to have his own truck, or is the truck open to any quantity of goods an individual may choose to place in it?—There is a limit as to the weight each carrier may put into his truck; he cannot put above a certain amount, and he must pay for a certain weight.

2417. Suppose a carrier has not sufficient to fill his truck, is it competent for another person to place goods on his truck?—I apprehend there would not be the slightest difficulty in that, but that would be a matter of private arrangement between themselves; the company must look to one only for the tonnage due on the waggon.

2418. Do you make any distinction between one set of carriers and another?—Not the slightest; I am not aware of any kind of difference whatever, they are all treated in the same way.

2419. If your trucks were open to all carriers who might wish to place such quantity of goods as they thought proper within a limited amount upon the truck, whether they were the goods of *A.*, or the goods of *B.*, or the goods of *C.*, would not that afford facilities to the little carriers on the line?—It would make no difference to the company what goods were put upon the truck so that they had one responsible for the payment of the toll; that would be matter of arrangement among the carriers themselves.

2420. Mr. *Freshfield.*] In that case some one carrier must have an establishment at the end of the line to receive the goods?—Certainly, and he must be responsible.

2421. Mr. *Greene.*] Do the Grand Junction Company carry upon their own line exclusively, or do they pass over your line as carriers?—I cannot answer that question.

2422. You are not aware what is the arrangement with respect to that, if they bring goods consigned from Liverpool to London, what they do when they come to Birmingham?—They appointed an agent some time ago, I believe, in London to direct their business; but it is a matter I am not cognizant of at all; I do not know what terms they entered into.

2423. Mr. *Easthope.*] You stated, as one of the grounds of your preference for private carriers, instead of the company being themselves carriers, that there would be greater ease in recovering losses on the part of the public?—I think the public would be much better satisfied to arrange with private individuals, responsible to them for the due delivery of the goods wherever they might be going to in the country.

2424. In case of loss or damage, the public would have greater facilities of recovering from the carriers than the company?—Decidedly, that is my opinion.

2425. That is in consequence of its passing over the railways belonging to different companies?—Entirely in consequence of that.

2426. In case the goods passed over only one line, that want of facility would not arise?—There is much less objection to it.

2427. That would not remove the objection altogether?—No, not entirely.

2428. Be pleased to state the other objections?—There would be more activity on the part of the carrier than there could be on the part of the company.

2429. Why, if it passed over only one line, would there be greater facility in recovering, in case of loss or damage, from the carrier than there could be from the company?—I imagine in that case it would be the same thing; it would be only in the hands of one party; it would be the same thing, of course.

2430. Is there any other reason for the advantage that would result from the carriers being the exclusive persons to take charge of goods instead of the company, the company being restricted, than in the facility of recovering losses?—I think the public would be much better served by the carriers.

2431. Why?—Because there would be more activity than if they had to depend upon the company; if they are not satisfied with one carrier, they may change; if it was with the company, they must still be compelled to go with them; but if *A.* did not satisfy a man, he might go to *B.* or *C.*, and *C.* might give him facilities which *B.* would not; but if he is in the hands of the company, he must be subjected to anything they may choose to dictate.

2432. Suppose the company were carriers, and the carriers had also the power of carrying goods with the company, would not the competition be increased the more by the company becoming carriers?—I think unless there was a very liberal management in the Board the carriers might be dreadfully annoyed.

2433. In what way?—I think the carriers might be plagued in a variety of ways. I remember seeing an advertisement in the Birmingham paper, wherein the Grand Junction Company stated that they would give a decided preference to goods placed in their charge over those in the hands of the carriers; now it appears to me, that goods, whether in the hands of carriers or of the company, should be treated in the same way, and no preference whatever given.

2434. Are you acquainted with the rate of charge for goods on the London and Birmingham line?—No, I do not recollect what the amount charged is; somewhere between 30 *s.* and 40 *s.*, but I do not recollect it precisely.

2435. Are you at all acquainted with the rate of charge upon the Grand Junction line?—No, not so as to speak decidedly upon it.

2436. You do not know whether the rate of charge per mile is greater or less on the Grand Junction than the London and Birmingham?—I cannot answer that question; I do not know it.

2437. You stated that you thought the private carrier, if he was competed with by the company, would not maintain his ground?—I think not.

2438. Will you be kind enough to state why not?—I refer to the advertisement of the Grand Junction Company in the way stated in the printed paper, that

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that goods committed to their charge would have a decided preference over those committed to the carriers.

2439. That is a preference in point of time, probably?—I imagine that is what they intended.

2440. Do you think there would be any other reason why the carrier would not be able to maintain his ground than the preference given to the goods intrusted to the company in point of time of conveyance?—Yes, I think they certainly might plague the private carrier in a variety of ways; they might give him inferior waggons; they might delay the giving him waggons; they might prevent his getting a supply of waggons as he wanted them; there are a great variety of ways in which the carrier might be plagued, and plagued exceedingly in matters which could not be subject to legal punishment.

2441. They do not occur to you, probably?—Not at the moment; there are others I cannot point out; I think that the preventing the carriers getting a quantity of waggons to load would very much annoy them; a delay of half an hour in the morning might put a carrier to a very great expense.

2442. It does not occur to you, that for any reason the company would be able to carry goods cheaper?—I believe the carriers would be able to carry the goods cheaper than the company do; that there would be better superintendence and management in collecting the goods and warehousing them, and greater dispatch in the loading and unloading; the servants would be better looked after than those of a public company.

2443. It would be matter of surprise to you to find any instance in which the company made a less charge for goods than the carriers?—That might take place after long arrangement, but such a case would surprise me.

2444. Mr. *Freshfield.*] If it was *bonâ fide*, and that the company were not carrying at a loss?—That would not surprise me.

2445. Mr. *Easthope.*] Have you ever known any case upon the London and Birmingham Railway, of the carriers doing what they call clubbing the parcels together, parcels to be carried as goods, and requiring to have them conveyed at the same rate?—I do not know a circumstance of that kind; I have no doubt it is done almost daily, but a thing of that kind is not worth the company's notice.

2446. It has never been a subject of remonstrance or complaint?—It has not; I think it would be want of judgment, on the part of the company, to look too closely into those things, for the carriers are obliged to take many things for their customers for which they make no charge; I have no doubt they carry many for their customers free of charge.

2447. What is the proportion of the weight of carriages out of the 150 tons which you have stated an engine will convey?—You may take the weight of the waggons at one-third, provided they are in good order, and have every thing done for them.

2448. That weight you contemplate to be conveyed to Birmingham in about eight hours?—Yes; but it depends on circumstances; they may be a little longer on the line, but they are eight hours in motion.

2449. You stated that you have not yet been able to form a judgment as to the cost of locomotive power for the conveyance of goods?—I have not; but I think we shall arrive at it by and by.

2450. Would you have any objection to give the Committee that information before it makes its Report?—I think it would take a couple of years to arrive at that information. There is a question of locomotive power not yet decided, which is the depreciation of engines.

2451. You think that no well-founded opinion as to the cost of locomotive power can be formed, until the lapse of some short number of years, when you shall know the extent of depreciation?—There may be an approximation, but not such as I should rely upon.

2452. To a very great extent you think we are speculating?—No, not to a very great extent; but to a certain extent we are.

2453. What would be your opinion, according to the best information and the best judgment your present experience would give you, as to the reasonable cost of the locomotive power for the conveyance of goods?—I think the amount charged at present by the London and Birmingham Company, for goods, is too low.

2454. To what extent do you consider it too low?—I cannot say precisely; it may be 14 or 15 per cent.

2455. Does the London and Birmingham Company charge for the locomotive power distinctly?—Yes; they charge so much for locomotive power.

2456. Does not the charge also include the truck?—Yes.

2457. It includes nothing but the truck and the locomotive power?—Just so.

2458. What do you think would be a reasonable charge for the truck?—We have no data for that at present; I should say certainly the charge for the locomotive power and truck made by the London and Birmingham Company to the carriers, is too low.

2459. Sir *J. Guest.*] Does it exceed a halfpenny a ton per mile?—Yes; it is 6*s.* per ton to Birmingham; at a halfpenny it would be 4*s.* 6*d.* to 4*s.* 7*d.*

2460. Mr. *Easthope.*] With respect to an engine going on the wrong line; you say that on no account, under no circumstances, would you ever allow an engine-man to go on the wrong line?—Under no circumstances, unless where the right line was shut up; but whenever he could go upon his own line, I would discharge him if he went upon the wrong line; that order, upon the London and Birmingham Railway, is peremptory.

2461. Suppose the engine-man was to excuse himself by saying I was obliged to go to pump water?—I would have no excuse; if he goes away without sufficient water to carry him to a station, he is responsible for that.

2462. As a matter of salutary discipline, having reference to the class of men you have to deal with, you think it necessary for the public safety that that should never be permitted?—Yes.

2463. Do you think the railway companies, as at present constituted, have the legal provisions under which those entrusted with the management have sufficient power to control the engine-man, with regard to such things?—There is only one power they require, that is the compelling a man to give three months' notice before he leaves one line to go to another.

2464. Do you think it fair that the men should also have three months' notice?—Decidedly; they should have the same notice we require of them.

2465. Viscount *Sandon.*] For everything but a fault?—For a fault I would suspend them; the course we pursue, if we find it necessary to give a man notice, is immediately to take him off the engine, and put him in the shop as a labourer; we had rather pay him his wages, and allow him to work as a labourer, than allow him to take a train; the instant a man receives notice to quit, he ceases to be a driver.

2466. You think the company have the power to compel him to work at what might be considered degrading employment?—Yes; they should be compelled to give proper notice before they leave.

2467. If a man is to give three months' notice, and he is to be continued in his character of an engine-man, he might expose the lives of the public to danger probably?—We do not permit them to continue as drivers if they do not; we discharged two men the other day, and gave them a fortnight's notice, which they require, and we paid them off at once, giving them the fortnight's wages; we would not have them upon the line at all, but we sent them about their business.

2468. From your experience of this class of men, do you not think some more stringent regulations are essential for the public security?—No, I do not think so; we want regularity upon the different railways; the great difficulty we find with the men we get from other roads, is this: they come from places where there has been no regularity, no arrangement, no plan; we have a plan; we set out with saying, the trains shall start at a certain time, and arrive at a certain time; if it does not arrive at that time the man is culpable; if he arrives before his time he is blameable, as much as if he arrives after time; but we find on other roads there is no attention paid to this; we expect to get more advantage from men we rear ourselves than those we get from other roads.

2469. Would you think it a salutary regulation that all railroad companies should require a certificate of the men's competency and good character, if they take them from another road, and do not rear them themselves?—Decidedly; I never take a man without writing myself, not trusting an agent, to the parties who have discharged him, inquiring the cause of his discharge; and when I dis-

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charge a man, I let him know that, in the certificate, I will not say anything but the real truth; but the great difficulty is to get parties to state the truth.

2470. Do you not think it would be a salutary regulation that railway companies should be restrained from taking men from other roads without a certificate?—If the certificate could be got honest and fair, it would be advantageous; but I think it would be open to a great deal of fraud and deception.

2471. Suppose a man to come to you from the Grand Junction Company, would there be any difficulty in the secretary of your railway company writing to the secretary of the Grand Junction, and requiring a voucher, and would it not be when the man knew that must be the case, that he would be provided with a proper certificate?—Men come to me with their discharges from other railways; I do not take notice of those discharges, but write myself, for those things are subject to so much forgery; there are a great many instances of forgery.

2472. Do you think the public are very much exposed in consequence of careless men being taken without sufficient inquiry?—I think they have been so.

2473. Do you think they may continue to be so?—No: I think that class of men are becoming more respectable and attentive. Our men are very much improved on the London and Birmingham line; and I attribute that to their having been treated with more consideration and kindness than they have been on other roads.

2474. Do you think they are less guilty of intemperance?—I think we have remarkably steady men on our line.

2475. Do you confine them as to speed?—With the older hands we have no difficulty; but I have great difficulty in training men who come from another road. We find that they have had no systematic education.

2476. You stated, that, in the event of a train being late between Wolverton and London, you send an engine; after what lapse of time do you consider it necessary to send a look-out engine?—With the mail-train there is no time allowed; if the mail-train is not there at the right time, it starts at the moment. Some trains have a quarter of an hour and some three-quarters allowed, because they are dependent on the arrival of the Grand Junction and Birmingham and Derby.

2477. They go on the down-line if they are going to Birmingham?—Yes; and they return on the up-line.

2478. Do you ever allow them to propel?—We prohibit it as much as possible, but under certain circumstances we cannot help it.

2479. Do you consider it a dangerous system?—Yes, very dangerous.

2480. And therefore always to be avoided?—As much as possible.

2481. Looking to the danger and to the advantages, would you think it advisable always to avoid it?—I think it very advisable; but there may be circumstances in which it cannot be avoided; for instance, the spare engine may be so situated that she could not get before the train, unless she went several miles on the contrary line. It is better for her to push the train than to go on the contrary line.

2482. If there were frequent crossings, would not that be prevented?—Yes; but the fewer crossings we have the better.

2483. In what way do you consider crossings multiply the danger?—We always find that if an accident happens it is at one of those places.

2484. Why is that?—The thing may have been left wrong. The last accident we had was a bad arrangement at a crossing that is now altered.

2485. Is there any improvement in the crossing at that point?—Yes, there is much less danger. We ought not to have a crossing on an embankment, because it is attended with more danger. The peculiar circumstances of the road require to be considered in all those cases.

2486. Do you think the crossings, if not divested completely of danger, will be improved?—Yes, all that will come out perfectly right; all those arrangements will be made without danger, I have no doubt.

2487. Should you have any objection to furnish the Committee with a careful, distinct specification of your reasons for preferring the four-wheeled to the six-wheeled engine?—Not the slightest, if the Committee wish it.

2488. How soon could you furnish that?—I have no doubt I could furnish it in 10 days.

2489. Mr.

2489. Mr. *Loch*.] Are you sure you are in a condition to do that?—I can give the reasons why we prefer the four-wheeled engine to the six; the first engine I made was a six-wheeled engine, and it was prohibited from coming on the railroad because it had six wheels.

2490. Sir *John Guest*.] Have you had much experience of six-wheeled engines?—I never had but one, and that was brought on the road with difficulty.

2491. Is not the subject now before the committee of Civil Engineers?—It is, and I have given them my ideas upon it.

2492. Mr. *Loch*.] You stated that the saving, in your opinion, was about 10 *d*. a mile?—I think the difference is about 10 *d*. a mile.

2493. Does that include the difference in the cost of the engine?—No, it excludes that.

2494. The wear and tear is so much less?—Yes.

2495. You stated that there was no limitation to the charge for locomotive power in the London and Birmingham Act?—No.

2496. Is not the charge to which they are limited 3½ *d*. a mile?—I think not by the Act.

2497. You stated that it was your opinion that if the private carrier was subject to competition with the company carrying on the railroad, he could not stand that competition?—I think not.

2498. One of the reasons you stated, independently of the inconvenience to which he might be subjected by the agents of the company, was, that the company might apparently carry cheaper for the public, while, in point of fact, from the mode in which their accounts were kept, they could not show whether they were gaining or losing by being carriers?—Just so.

2499. That, in point of fact, they might be paying for the carriage of the goods out of the profit on the passengers?—Yes.

2500. Viscount *Sandon*.] If the private carrier carries on his trade on the railway, he must make of course a per-centage upon his capital, of not less than 10 per cent. probably?—I do not know what the carrier's profits are; but he ought to be remunerated for his capital.

2501. Is it not possible that the railroad company might think it worth while to carry on a part of its business at a profit of five per cent.?—There may be reasons why they should carry on part of their business for nothing.

2502. If you make such arrangements as shall provide for the carriers carrying rather than the company, do you not run the risk of providing that the public shall pay more for the carriage of goods than if they were carried by the company?—No; greater economy will result where the line is open, than where the company are carriers; better arrangements will be made, and more economy in all their departments.

2503. In what respect is there room for economy in carrying goods on the railroad, the company furnishing the carriages and the locomotive power?—The collecting the loads and delivering, and the proper arrangement of the heavy and the light in the same carriage.

2504. You think there is room enough for economy in those points, to make up for the counterbalancing consideration that the company can afford to carry for a smaller profit than would make a living for the carrier?—Yes, I think so.

2505. Do you conceive that there is any means of providing that the company and private carriers should carry together on the same railroad?—I think that would be a question of very great difficulty to arrive at; it might be arrived at, but it is a question I cannot answer without further consideration; a great deal would depend upon the private character of the board whether they would act liberally or not.

2506. Are there any provisions you could suggest by which the carriers might be allowed to carry on their business upon the railroad upon a fair footing?—No, I could not suggest anything immediately on the subject; a great deal would arise from the servants of the company towards the carriers; annoyances which would expose them to difficulties, and which could not be brought before the board.

2507. You think that if the carriers are to travel fairly on the line the company must be themselves excluded?—Decidedly. I think it would be very beneficial to the public if the companies were not to be carriers at all.

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2508. Can you state what is the price of conveyance for a gentleman's carriage from Coventry to Birmingham?—I cannot; I have no cognizance of the fares. I have looked at them, but never with a view to recollecting them or considering them; that never came into my charge: whatever was attached to the train I took without reference to its remunerating price.

2509. Sir *John Guest.*] With reference to the facility of recovering losses you have stated that they could be recovered with more facility from the carriers than from the companies?—If the goods are to go on another line.

2510. Suppose three companies connected together, do not you think the company taking them, in the first instance, are responsible, and the others are only their agents?—I think that the London and Birmingham Company would never consent to, considering that the goods may go all along the east coast or along the west coast.

2511. Unless there is a stipulation excluding that, would not that be the liability in point of law?—I do not know what the liability by law would be, but each one would be careful as to delivering goods on another line.

2512. Do you think the same thing would apply as to forwarding carriages and passengers?—I do not think there is any analogy between the two.

2513. Might not the company have the same establishment for goods as they have now for passengers?—The passengers are there themselves; they can look after themselves, and after their property, but the goods cannot.

2514. Do you think a small carrier carrying a small quantity of goods on the line between two points could compete with a person with a large establishment of servants and so on?—I think the small carrier would be as well protected as the large one.

2515. Have not the large carriers establishments at the end of the line to receive the goods?—Yes; and the small ones must have them too, or they could not compete.

2516. Could not the larger carrier take goods at much less cost than the smaller on that account?—If those goods were in very small quantity, he must unite with another below a certain point; the larger carrier would have a preference.

2517. Therefore there would be a practical monopoly in that case?—I think the smaller carriers in that case would unite together.

2518. Mr. *Freshfield.*] You pointed out the advantage the public derive from having the carrying trade in the hands of individual carriers rather than a company in their disposition to accommodate their customers, and so on; would not the same reasoning apply to the question of recovering loss or damage, and the greater disposition on the part of private carriers to give redress?—Yes; the public would come more in contact with the parties with whom they have to deal than with a public board.

2519. Would not they govern their conduct by some apprehension of establishing a bad precedent?—I think that they would; they would refer to the Act of Parliament governing carriers; it is one of those questions in which interest alone would settle the question.

2520. Sir *John Guest.*] With respect to Bills passing through Parliament, do you think it expedient or inexpedient that the rate of locomotive power should be fixed?—I do not see how Parliament can fix it, it must vary so much on different lines, according to circumstances; it will depend upon the section of the line.

2521. Is a halfpenny per ton sufficient in ordinary cases?—I think where the section of the line is pretty level a halfpenny per ton might do.

2522. Would that include carriages?—No, it would not include carriages; I think, on the London and Birmingham line, a halfpenny per ton is too little; where the coke and wages are very low it might be sufficient.

2523. Take an ordinary case?—On some lines there is a difference of one-half in the cost of coke.

2524. Mr. *Easthope.*] By a good level you mean a good gradient?—Yes.

2525. What do you call a fair one?—I think one in 330 is a fair one.

2526. On a railway with a worse gradient than one in 330, a halfpenny per ton would be too little?—Yes, I think it would decidedly.

2527. Sir *John Guest.*] Do you mean a halfpenny per ton both ways?—Yes.

2528. *Chairman.*]

Mr. *Edward Bury.*

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2528. *Chairman.*] You say there are 15 carriers between London and Birmingham; if other carriers require accommodation on that line, should you be able to give it to them?—Yes.

2529. Should you give it to them by adding to the number of trains, or by adding to the weight of the trains?—It would depend on circumstances; it would depend upon the state of the line. The last winter an extra train would have been attended with great inconvenience to the company, and we have endeavoured to send all by two trains.

2530. You think that when the line is in perfect repair a greater number of luggage trains might be put upon it?—Certainly, we might increase the number of luggage trains.

Mr. *Henry Wyatt,* called in; and Examined.

Mr. *Henry Wyatt.*

2531. *Chairman.*] WHAT office do you hold under the London and Birmingham Railway Company?—Chief clerk in the goods department.

2532. How long have you been in that department?—Ever since the commencement; the general opening was the 15th of April last.

2533. The conveyance of goods was previous to that?—Yes, from September 1838.

2534. Mr. *Loch.*] Is the conveyance of goods on the London and Birmingham line in your department?—Yes.

2535. Have you turned your attention to the relative advantages, as far as the public are concerned, of the railway companies being the carriers themselves, or the private carriers being the carriers of goods?—I have not.

2536. Your information is confined to the details of your own department?—Yes.

2537. Mr. *Easthope.*] Do you know the cost for conveyance of goods between London and Birmingham?—The average is from 30*s.* to 35*s.* In addition to the tolls, a charge is made for locomotive power on the greater weight, up or down, taken weekly.

2538. Do you mean the average of different qualities of goods?—The gross weight of goods.

2539. Do you charge all goods alike?—No, we charge the Parliamentary tolls, according to the description of goods.

2540. The average you refer to has reference also to the quality of the goods?—Yes.

2541. Do you know the charges made for the conveyance of goods between Birmingham and Liverpool or Manchester?—No, I do not.

2542. Mr. *Loch.*] Do you know how the goods brought to Birmingham by the Grand Junction get to London?—They are delivered into the hands of Mr. Jolly, who acts as agent for the company.

2543. You carry them along that line through his agency?—They pass on the Birmingham Railway in the name of Jolly.

2544. He delivers them?—Yes.

2545. The Grand Junction do not appear as your customers, as the carriers of the goods?—No.

2546. They have no preference on your line over other carriers?—Certainly not.

2547. Mr. *Easthope.*] Has it not been made a charge against you, that you charge more than the Grand Junction for some descriptions of goods?—No; I believe we are very nearly equal for the same quality of goods.

2548. Mr. *Loch.*] Do you load the goods at your station, or does the carrier?—The carrier.

2549. Who delivers them at Birmingham?—The carrier does the whole work of loading and unloading the goods at both ends.

2550. All the company does is to furnish the truck and locomotive power, and to convey them along the line?—Yes.

2551. Mr. *Thornely.*] Each carrier loads and unloads his own goods?—Yes.

2552. Mr. *Easthope.*] Supposing a carrier has only half a truck full, does he get half a truck load from another carrier?—Very frequently; we have nothing to do with that, we look to one individual for the whole.

2553. All you have to see to is that the truck does not exceed the amount in weight?—Just so.

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2554. Mr. *Loch.*] He makes up the weight as he pleases?—Yes.

2555. You find no inconvenience from the multiplicity of carriers?—No, not at all.

2556. You would have no difficulty with an increase?—No, provided we had better accommodation as regards sheds.

2557. *Chairman.*] Have you had any claim sent in by carriers for loss and damage on goods?—We have had claims sent in.

2558. Have you given recompense in any case?—We have in some instances.

2559. Have you had any actions brought against you?—No.

2560. Mr. *Loch.*] Have you had complaints that the carriers had to make good damage which they were not allowed by the company?—I have heard it so stated.

2561. Do you think the company are less willing to pay damage than the private carriers are?—I should say not, in those cases where they may be considered responsible.

2562. In case of the companies being carriers, do you think there would be the same remedy against the company as against private individuals?—I should think so.

2563. Do you think the company would be as accessible to the complaints of their customers as a private carrier?—I think they would.

2564. It has been stated to the Committee that goods going to Coventry are taken on to Birmingham and brought back; what is the reason of that arrangement?—The company have no accommodation at present at Coventry.

2565. Is it intended that that should continue?—I am not prepared to say.

2566. *Chairman.*] You are not aware whether the company are providing that accommodation at Coventry?—I am not.

2567. How do they come from Birmingham to Coventry?—By the common road.

2568. *Chairman.*] Have you anything to do with the conveyance of small parcels?—No, only goods sent by carriers; the parcels are a separate department.

Richard Creed, Esq., called in; and Examined.

Richard Creed, Esq.

2569. Mr. *Loch.*] HAVE you had under your consideration the relative advantages to the public of the private carriers carrying along the railway, and the whole carriage being in the hands of the company themselves?—My conviction is, that in the present state of railways there is no alternative, if the business is to be done to the satisfaction of the public, but to leave it in the hands of the private carriers.

2570. Is it your opinion that where the companies compete with private carriers on the line, the private carriers will be enabled to continue upon the line?—The probability is, that the agents of the companies would have a bias which would be unfavourable to the carriers.

2571. You think it likely that where that competition exists the private carriers will be driven off the line?—They cannot continue on it profitably, I think.

2572. They would not, of course, continue if it were unprofitable?—Certainly not.

2573. Do you think that would be advantageous to the public?—I think that it would be disadvantageous to the public.

2574. Have you formed any conclusion whether it would be possible for your company to carry profitably or not?—If it were the London and Birmingham Railway only, it is possible that it might be done; but, taking our position in connexion with other lines of railway, I do not think it is possible.

2575. If it was a single line between London and Birmingham, you think it might be possible that they might become carriers on the line, and carry at a profit?—I think it is possible.

2576. But you are not satisfied that that would be so, situate as they are?—No; I think it is a questionable point.

2577. How would the side railways you allude to affect the question?—They are very material elements in the calculation of profit.

2578. You suppose that those lateral lines would send the goods coming along their lines independent of your company to London?—The probability is, that the London and Birmingham Company would receive goods from other companies; from the Grand Junction and the Northern Railways. Again, when the

the Midland Counties comes to be opened, and the Yorkshire lines, they must necessarily be in connexion with those lines, and that involves such a complication of arrangement as would be perfectly impracticable, unless there was a general committee of all the companies, bound by general principles to carry on one plan.

2579. Unless the whole of the connecting lines were reduced to a system similar to that of one railway, you do not see how it would act?—I do not see how it could act.

2580. But the private carrier might make such arrangements, the customer in that case making his arrangements with the carrier himself?—Nearly all the great carriers have already made such arrangements, and therefore it involves no difficulty. There is another circumstance; we could not undertake the collection of goods in London, nor their delivery in other places.

2581. In case the responsibility rested with the private carrier, he would undertake the carriage of goods from London to the north, and the customer would look to him for their safe delivery?—Certainly, and they would come into our possession only for conveyance from London to Birmingham.

2582. If it rested with the various railway companies, it would be difficult for the customer to know to what company to look if they did not arrive?—According to the present constitution of the companies, each individual company would be satisfied with relieving itself of its individual responsibility. The London and Birmingham would say, if a person sending goods by the railway was to experience a loss, "The address must be to the manager of the continuing line;" they would say, "We have discharged ourselves; we are not the responsible parties."

2583. So that a person would have to hunt from one company to another until he found his goods?—Unless the arrangements of the different railway companies were so matured that they could be carried on as by one company.

2584. Mr. *Thornely.*] At this moment, your company receives packages to be forwarded from hence to Manchester or Liverpool?—Yes.

2585. How far do you feel yourselves responsible if a package receives damage before it arrives at Manchester?—Our responsibility ceases with the delivery of the goods at Birmingham.

2586. If a package receives damage after it leaves your hands, you would refer the party to the Grand Junction Railway Company?—Supposing we were carriers, we should do that; but we are not carriers ourselves.

2587. Do you not carry parcels?—Small parcels.

2588. Mr. *Easthope.*] Will you state what the facility is that the public have in recovering the loss or the damage which may occur in relation to parcels, which they would not have in relation to goods?—In the case of goods, they are directed to a greater number of individuals than parcels; the company could distinguish each individual parcel, but they have no means of discovery as to goods; they cannot say in which stage the loss may have occurred. In the case of parcels, we deliver to one individual, and that individual is responsible to us. In the case of the goods, if we became carriers, we should have to undertake the delivery of goods to a variety of different persons. The cases, therefore, are not similar.

2589. You are now carriers of parcels?—Simply on the railway.

2590. You are, of course, liable for any loss or damage appertaining to those parcels; have the goodness to state to the Committee what facility the public have with reference to the recovery of loss or damage on those parcels, they would not have with reference to loss or damage arising on goods?—The difference is this: in one case we can refer directly to one individual, who is employed in the delivery of our parcels, and has an interest in the distribution of the parcels. If we had to refer to every person to whom the particular consignments of goods were made, it might involve, in one journey, several hundreds of packages. In the other case, it is all referred to one party.

2591. Do you receive all your parcels from one party?—They are received from a variety of persons.

2592. Are not they received from more persons than there are carriers?—There are 15 carriers; we receive parcels probably from a great number more, but we do not collect as the carriers do; the parcels are delivered to us in our office.

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2593. You consider that the security to the public results from their being delivered at your office, and their being taken from your office?—I consider that it makes a distinction between the two species of traffic; the one is managed with much greater simplicity, the other would involve a complication of arrangements to which we are at present unequal.

2594. Suppose a species of carrier to arise that collected the goods and delivered the goods to you, and that the same description of carrier took the goods when you had conveyed them and delivered them where they were to be delivered, that would in your estimation render the case exactly similar in respect of responsibility with the parcels?—The case is very nearly similar now, for the carriers collect the goods from a variety of quarters, and deposit them with us; but we know nothing of the disposal of individual goods.

2595. Why is the responsibility different?—In the one case we have but one individual to refer to.

2596. Who is that individual?—The party who delivers the parcels for us, and forwards them.

2597. Do you mean that he delivers the parcels at Birmingham?—Yes; or in London.

2598. Do you deliver them all to one party?—We deliver them to Messrs. Horne & Chaplin in London, and at every station there are particular individuals who are appointed for the delivery at those stations.

2599. If anybody else was to require to take parcels from you, would not you deliver them to any other person?—We should deliver them to the individual to whom they were addressed at that particular station, but not otherwise; in London we should not deliver them to any other person than Messrs. Horne & Chaplin, leaving it to them to distribute them at a fixed charge.

2600. Suppose the party to whom the parcel was addressed came to you to demand it, would you deliver it?—I am not aware that we have been in that situation.

2601. Suppose a party to be advised that a parcel was to come by a certain train, and he for any purpose of convenience, known to himself, came to your railway station and demanded the parcel, should not you deliver it?—Certainly we should if that is on the direction; the case occurs very frequently in London that they are called for.

2602. If the direction did not state that it was to remain till called for, you would deliver it to Messrs Horne & Chaplin?—Yes, certainly, immediately upon its arrival.

2603. You say that they make a charge, what do they charge for delivery?—Sixpence per parcel, exceeding 56 lbs. weight, and 4*d.* up to 56 lbs.

2604. In receiving parcels do you receive them all through the same medium?—No, we receive them through a variety of mediums; the Parcels Company bring them, and lawyers and others bring them, each parcel is marked down in a book kept for the purpose.

2605. Have you frequently had claims upon you for the loss of parcels?—Not in many cases, in the commencement we had claims.

2606. Did you make compensation in those cases where there was loss?—Yes, where there was not fraud, and where we considered ourselves liable.

2607. You felt it due to the character of the company that you should do that?—Yes.

2608. Can you state any reason why the same regulation which the company have made would not apply in respect of goods as well as in respect of parcels?—Because the loss of a parcel is a very simple thing, generally, and the loss of a package of goods is very complicated; it is not so easy to determine the average of loss on a particular consignment of goods, but it is very easy to determine it on one parcel.

2609. Supposing a parcel going to Manchester had incurred damage when delivered at Manchester; if the parcel was under 500 lbs. weight, would there not be as much difficulty to discover where that damage was sustained as though it was above 5 cwt.?—Such a thing might occur if it were a parcel of muslins or other goods sent by us; but these are cases of such rare occurrence, they would not involve so much trouble as the goods ordinarily sent by carriers.

2610. Can you conceive a reason why there would be more difficulty in discovering where the loss or damage arose on a parcel under 500 lbs. weight, than on a quantity of goods over that weight?—I think the very few goods sent

sent by our railway parcels show that there is greater difficulty in one case than in the other; the parcels sent have very little reference to merchandise; they may be considered very much as exceptions; it is in very few instances that the objects to be sent are of such importance as to make it necessary to incur the additional expense of charge for parcel conveyance.

2611. Have you ever known any cases in which the carriers on that line have clubbed parcels together, and sent them by you as goods, claiming to send them at the goods rate?—We know that those cases have occurred.

2612. Have they been the subject of complaint on the part of the company?—We have rather submitted to imposition than attempted to have recourse to any expedient to ascertain the fact.

2613. Still you considered it an imposition practised by the carriers?—Yes, because the case as put is that of parcels clubbed together, of which there has not been a declaration.

2614. Have those complaints been so severe as to occasion any regulation on the part of the company against the practice?—No, they have not.

2615. Have you required any declaration that that should not be made a practice?—We have not required any specific declaration beyond what we have with every load of goods.

2616. You would consider it a fraud upon you if the parcels were put together at the goods rate?—Yes; if it was done for the purpose of profit we should do so.

2617. Have you taken any pains to ascertain whether that was the case?—We have not had reason to believe that anything was done with the view of depriving us of our just due.

2618. Sir *John Guest.*] Is not the principle on which you take the parcels and deliver them, and not goods, that in the case of parcels you derive a large profit with very little risk and trouble, and in the case of goods you increase your risk at very little profit?—Yes.

2619. Those carriers deprive you of the profit you would receive for those parcels?—Yes, of so much on which we should have a larger profit, but we do not conceive there is any great detriment to the company, nor any probability of its being carried to a great extent, from the circumstance of our providing for the later delivery of goods coming by the goods trains than those coming by the passenger trains.

2620. Mr. *Easthope.*] You have never had any complaints of frauds of that kind?—No; we are aware that occasionally parcels have been clubbed together, but we never felt it necessary to interfere.

2621. Mr. *Thornely.*] Your charge to the carriers is so much a ton?—Yes.

2622. Are they precluded from carrying parcels under a certain weight?—They ought not to carry them under a certain weight under the Act; they ought to be charged for them as small parcels.

2623. You are aware probably that the carriers frequently bring up small parcels without any charge for persons whose goods they bring on the railway?—Yes, that is permitted.

2624. Sir *John Guest.*] Suppose two persons had to send each a small quantity of goods, if the two persons united and were to put them into one parcel, should you think them guilty of fraud?—If the parcels were below the weight that is provided constituting parcels, that would to a certain extent be a fraud, but we should not investigate it.

2625. Mr. *Thornely.*] There is a complaint on the part of the carriers, that when they have goods to convey to Coventry, you have no station provided for them, and therefore you carry the goods to Birmingham, and then the carriers are obliged to bring them back to Coventry by land-carriage?—The company are not at present in a condition to fix the road stations for goods; it is impossible for any individual to say what will be the sort of accommodation required for the stations along the road.

2626. Have you any intention of providing at Coventry, for instance, such accommodation as will enable the carriers to land their goods there?—The company are quite disposed to allow the carriers to furnish the accommodation necessary for themselves; if they wish to put up what is necessary for the delivery of goods there at their own expense, the company would be willing to land goods there; they do so at the canals on the same principle.

2627. That must depend upon the facility for the carriers procuring land in the

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the neighbourhood of your station?—It is the same thing as in the case of the canal.

2628. You have not any land at Coventry, or other stations, on which you can provide the necessary accommodation?—No, we do not fetter ourselves as to what we may do hereafter, but that is at present our position; the company cannot tell at what parts of the line there will be that portion of business which would warrant the outlay; certainly there is not at Coventry.

2629. *Chairman.*] You were understood to say that there was a great advantage, both to the company and to the public, from the railway not being carriers of goods themselves?—That is the impression I have.

2630. One reason of the advantage was that it allows competition between the private carriers on the line, by which the public might eventually gain; would not the same advantage be conferred upon the public, if the railway company were restricted from carrying parcels?—I have already stated that the traffic is different. I think the railway company could perfectly well perform that description of traffic, and yet not do the other advantageously for the public.

2631. Looking to competition as a mode of promoting economy, would not the public be likely to benefit by the economy introduced into that class of small parcels, if they were unrestricted, and this duty were left to be performed by the carriers?—We send our parcels at present by the coach trains, distinct altogether from the goods trains. I understood the question to apply to the forwarding of parcels by the goods trains.

2632. The advantage that there is from the competition which exists is only in the collecting and delivery of the goods, as you make the charge to all the carriers according to weight, the only competition between the carriers is in the collecting them at one end, and delivering them at the other; might not a competition obtain this advantage for the public with respect to small parcels?—Then the public would lose the advantage of our great speed on the road; the goods trains are generally ten hours and a half on the railroad; eight hours travelling and two hours and a half stoppages. In the event of their being allowed to take them by our goods trains there would be that delay.

2633. Supposing the carriers were allowed to send the parcels by the rapid trains, would not the competition be created in the collection and delivery of those parcels which might be advantageous to the public?—I apprehend not; we have heard no complaints of delays in the service. I think the service has been performed ably by the persons at present engaged in that department.

2634. You have heard no complaints of charges made?—We have heard several complaints, but they were in respect of charges made from a distance; what are called paid-on charges; parcels are brought to us from Shrewsbury and other places by coaches, and delivered at our stations. We have no control over the charge which those coach proprietors may make; the parcels are sent in with this previous charge; we receive 1*s.* 6*d.* for parcels under 19 lbs. weight, and the party delivering receives 4*d.*; but in addition to that there is what is called the paid-on charge, and there we have no power of preventing high charges.

2635. You make a special charge for every individual parcel, without regard strictly to weight?—Yes, for small parcels.

2636. What do you charge for any small parcel?—One shilling and sixpence, including delivery.

2637. A paper which might be sent through the Post-office for a penny, if sent by your train you should charge 1*s.* 6*d.* for?—One shilling and sixpence, including delivery.

2638. Since the reduction of postage, have you observed any diminution in the number of your small parcels?—There has been a considerable diminution.

2639. Are you led to believe that the small parcels will be to any extent carried through the Post-office, instead of being sent, as they were formerly, by the company?—I am aware that a great many small parcels are sent through the Post-office, which used formerly to come through us; lawyers' parcels particularly.

2640. Mr. *Easthope.*] Though you think it is for the benefit of the public that the company should convey parcels, yet you think that it would not be for the benefit of the public that the company should convey goods?—I think it is not for the benefit of the public, nor for the benefit of the company, that they should

should convey goods, and I think the public would not be benefited by throwing open the parcels trade to a competition. *Richard Creed, Esq.* 10 March 1840.

2641. In the one case you think the public are benefited by the monopoly of the railroad company, whilst in the other case you think the public are benefited by the carriers having it exclusively?—I think there are cases, and this is one, in which the service may be better performed by one individual, an individual company for example, than by a great number, and I conceive small parcels to come within that line.

2642. Will you specify the reasons for that opinion?—I have already stated what my view of the case is; that the goods must pass through so many different hands that there is greater difficulty in tracing them than in the other instance, where they go directly to the individual who is responsible.

2643. That reason is applicable to the receipt and delivery, and nothing else?—Yes.

2644. If the receipt and delivery of goods was made correspondent with the receipt and delivery of parcels, the thing would be the same?—Superadding that the goods are of a much more mixed nature than parcels.

2645. Mr. *Loch.*] Is it your opinion that a company could undertake to receive, convey and deliver goods with comfort to themselves?—Certainly not, as far as I can judge from experience.

Martis, 17° die Martii, 1840.

MEMBERS PRESENT.

Mr. Easthope.	Mr. Loch.
Mr. French.	Sir Robert Peel.
Mr. Freshfield.	Viscount Sandon.
Sir James Graham.	Lord Seymour.
Mr. Greene.	Lord Granville Somerset.
Sir John Guest.	Mr. Thornely.
Mr. Labouchere.	Sir Harry Verney.

LORD SEYMOUR IN THE CHAIR.

Mr. *Samuel Carter,* called in; and Examined.

2646. *Chairman.*] YOU are connected with the Birmingham and Derby Railway Company?—I am; I am the solicitor to that company. Mr. *S. Carter.* 17 March 1840.

2647. Lord *Granville Somerset.*] What was the date of your Act?—1836.

2648. Your railroad connects with the Birmingham?—It does.

2649. Have you ever had more than one Act?—We had an Act to alter the line at one end, but the general powers of the Company were not affected.

2650. What were the clauses of the Act by which the tolls were established?—The first clause of the Act (6th of William the 4th, chapter 35,) is section 128.

2651. By that section particular rates are imposed?—By that section it is declared that the railway shall be open on the payment of the rates; the next section defines what those rates shall be, limiting the rates for passengers and goods.

2652. Is there a clause by which the Company is empowered to furnish locomotive power, and make a charge for it?—Yes, it is clause 131.

2653. Is there a clause by which a maximum charge is established for the conveyance of passengers and goods, the charge for locomotive power and the charge for rates being included in the whole charge?—By section 132 the charge for passengers is limited to 3½*d.*, including the charge for the locomotive power, and also for the tolls.

2654. Is there any regulation of a similar character with regard to the charge for goods?—Not of a similar character; the regulation with regard to the charge for goods is this: by clause 141 it is declared that the rates and tolls to be taken on the railway shall be charged equally, and after the same rates per ton per mile to all persons.

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2655. Is there any clause by which you are forced to charge equal rates to parties upon all parts of your line?—There is no other clause than that I have now alluded to; viz. that the rates and tolls to be taken for the use of the railway shall be charged equally per ton per mile throughout the whole of the railway, and that no reduction or advance in the same rates shall be made partially in favour of any particular persons or companies, or be confined to any particular part of the railway.

2656. You are restricted by your present Act from taking unequal tolls for certain portions on your railroad?—Yes; but that applies only to rates and tolls for the use of the railway.

2657. Would you have any objection to carrying out that principle so far as to prohibit your charging more upon the whole, that is, for the expense of conveyance, as well as for rates and tolls, upon any one part of your line than you charge upon another?—We have the greatest objection to be so limited.

2658. Will you state to the Committee the grounds of your objection?—The principal ground is that we should be unable, in that case, to accommodate our charges to the particular necessities of the local traffic of the line; the general charges on the line from one end to the other are fixed with reference to the general through traffic, but on certain points of the line there will occur particular local traffic that will be differently circumstanced in many respects, and on which it may be the wish of the company to make modifications of their charges; for instance, unless they can reduce some of their charges, with regard to that local traffic, it may not come at all; either it will be abandoned, or it will go by some cheaper or more circuitous mode of conveyance. Again, there may be local traffic, which, passing over a very small portion of the road, but requiring extra expense, cannot be taken but on a charge somewhat above the average through charge; persons willing to go might be willing to pay the extra charge, and yet if we have no power of providing the accommodation but by lowering the rate of charge throughout, we must decline giving it.

2659. Suppose parties are anxious to go from a populous neighbourhood to a great manufacturing town or market, do you conceive it would be a great advantage if you could lower your toll so as to accommodate that description of passengers?—Yes, certainly, and keeping still within our maximum.

2660. You would be able to keep very much within your maximum in the case supposed?—Yes.

2661. That maximum including every charge for locomotive power and rates?—Yes.

2662. You conceive that by the very great number of passengers who at particular times would use your railroad, you could afford to run at a cheaper rate, and furnish that accommodation to the public?—Precisely.

2663. Can you state a case upon your own railroad, which would be an example of the supposition put?—I should state the case of Coleshill, a town occurring about 10 miles on our line from Birmingham; unless we lower our rates from Coleshill to Birmingham, we probably shall not take the traffic; we should be quite willing to do so, but we cannot lower them throughout our line; the same observation might apply to other parts of the line; it does not come peculiarly within my province to be acquainted with the details of these matters.

2664. You know enough, probably, to be aware that the introduction of such a prohibitory clause as that to which your attention is called, would not have the effect of lowering your general rate, but of keeping up the rate for the intermediate places?—I do.

2665. You do not think that, by avoiding this clause, you would be enabled to charge higher upon the whole line, but you think, by having the clause, you would be prevented charging lower upon a portion of the line?—We should not charge higher upon the whole line, for the charge on the whole line is fixed on the amount of traffic passing from end to end; that must remain the same whatever becomes of the local traffic; the local traffic must be subservient to the through traffic.

2666. Mr. *Easthope.*] Why must it?—I apprehend the general charges will be regulated by the traffic from end to end; for, generally speaking, that will be the largest amount.

2667. Sir

2667. Sir *John Guest.*] You could afford to carry the short traffic at a less expense than the long?—Yes, or it might be the contrary; the short traffic might require a greater expense; that is the principle recognised by what is called the six-mile clause; the railway companies are entitled to make a charge for six miles though it may be only for three they carry the traffic.

2668. How much would you propose to charge passengers for the 10 miles from Birmingham to Coleshill?—I am not able to say.

2669. Lord *Granville Somerset.*] Your observations have been applied exclusively to the conveyance of passengers?—They have been chiefly with reference to that subject.

2670. Will you turn your attention to large parcels and merchandize generally; what do you say about that; do you think that enabling you to carry short distances at a lower rate would be advantageous or not?—We conceive the same principle would apply; that unless we have the power of modifying our rates we cannot meet the circumstances of each case.

2671. Have you ever considered the question whether the railway companies should be carriers or not?—That is a question on which I am scarcely prepared to offer an opinion.

2672. You do not know the opinions which have been taken on different lines as to that?—Only that of our company; the manager of the railway would be better able to answer that than I am.

2673. Sir *Harry Verney.*] Do you universally take the same rate on the same route going and returning?—I believe universally.

2674. Are you obliged to do so?—We are not at present.

2675. Do you think it desirable that you always should take the same rate going from Birmingham to Coleshill and from Coleshill to Birmingham?—We think we should not be bound by the Act of Parliament precisely to these minutiæ, for there are many circumstances requiring regulations which the particular traffic may call for, and to bind us as to one or two only would complicate the proceedings of the railway company, so as to make it impossible for them to afford all the convenience which the railway might otherwise give.

2676. Are there any circumstances in which the charge for the carriage of goods is different between two particular points, whether going to or from?—Our railway has been opened but a very short time; I am not aware whether such cases have occurred; with regard to the present mode of conveyance by waggons or by water, the carriers have the very power which we are asking; they may modify their charges as they think proper.

2677. Do the carriers charge the same for 20 miles going to Birmingham and returning?—I cannot say.

2678. Sir *John Guest.*] You are understood to say there are cases where persons would willingly pay more than the maximum price if you could convey them?—No; more than the average charges. We cannot charge more than the maximum.

2679. Do you consider that you are empowered to refuse taking goods at the usual rates of carriage?—I apprehend so long as the railway company carry goods they are subject to the common law of carriers, and cannot refuse.

2680. Do you consider that you have power to refuse to take them?—No; but we have the power to charge them for the goods what we think necessary, and what they are willng to pay.

2681. Why should they consent to pay more than the usual rate?—We we have the power of charging them our own price for goods.

2682. What is the alternative if they will not pay your charge?—They may use the present routes, or carry them themselves; the railway is open on payment of the rates.

2683. Mr. *Loch.*] Do you actually carry goods?—We do.

2684. Can you judge at all whether, by your having that clause inserted in your Bill, it would operate beneficially to the public on any part of your line, that you might lower the charges on passengers for short distances, in place of being obliged to keep them up to the rate you charge throughout?—Our railway has been but a short time in operation; I must therefore be allowed to suppose a case rather than take one which has actually happened: from Tamworth and Fazeley, and the neighbouring villages, there is considerable traffic to Birmingham, especially on market-days; if we were able to make a certain reduction in our charges that traffic might go to Birmingham by the railway.

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2685. That reduction you could not afford to make provided you were obliged to reduce the rate on the whole distance from Derby to Birmingham?—I apprehend not.

2686. Then, to that extent, this clause being introduced into your Bill would be against the interest of the poorer classes of society?—We conceive that it would.

2687. Sir *James Graham.*] And against the interest of the proprietors of the railroad?—No doubt it would.

2688. *Chairman.*] You state that your maximum rate is 3 ½ *d.* a mile per passenger; what do you charge?—2 ½ *d.* for the first-rate carriages.

2689. What is your lowest?—About 1 ¼ *d.* per mile per passenger. I beg to deliver in a statement of the reasons which suggest themselves to the company against the introduction of such a clause as is proposed, which will be clearer probably than the statement I have given.

[*The same was read, as follows:*]

BIRMINGHAM AND DERBY JUNCTION RAILWAY.

REASONS why the Company should not be compelled to charge the same Rates on every part of the Line.

By the present powers of the railway company they can in no case charge more for carrying passengers than 3 ½ *d.* per mile. This gross charge is made up of two parts, 1st, The toll or tonnage dues which the company receive as owners of the railway itself; 2dly, The carriage dues which they may receive acting as carriers upon the railway. In respect of the first part, the company are already bound to charge equally per mile; it is in respect of the second that they are at present under no restriction whatever of this kind, and the present question has arisen in regard to this portion only, it being now proposed that the restriction should apply to both. It is understood that it is proposed to compel the company to charge equally per mile for all passengers (or goods), on whatever portion of the line they may travel, and under whatever circumstances (allowing only for different classes of carriages, such as first and second).

The operation of such a provision would, it is believed, lead to great public inconvenience.

1. For instance, the present rates for passengers from end to end of the line are fixed (always within the limited maximum) with reference to the thorough or long traffic; but at various points on the line there occurs peculiar local or short traffic, to which the rates of the thorough traffic may not be suitable; for the encouragement of this, the company are willing to lower their rates, and unless the rates are lowered, either the traffic will not be carried at all, or if it is, it will be to a less extent, or it may be compelled to go by a less convenient but cheaper mode of conveyance; but the company cannot afford, for the sake of this local traffic, to lower the whole of their thorough rates from end to end, and yet by lowering them from the point of this local traffic, the thorough traffic would not be injured, and the public would be benefited by the local convenience.

2. The only parties who could object and who would be benefited by the proposed restriction, appear to be those who are interested in some other existing mode of conveyance of that local traffic, but it is conceived that the restriction has not been devised for the protection of such parties, and is not expedient in that view, but, on the contrary, that it is desirable to encourage that competition from which the public derives advantage.

3. On the other hand, there may be local traffic, which, passing over a very small portion of the line, and requiring disproportionate expenses and extra accommodation, may be willing to pay a higher rate (within the maximum) than the general thorough traffic; and the company being willing to carry it at the rates it is willing to pay, but not being disposed on this account to raise the rates throughout, are obliged to reject this traffic, to the disadvantage not only of themselves, but, as it should seem, of the public also.

4. If the restriction were to be thus applied, viz. that the company should charge all parties equally travelling between the same points on the line, the object would be attained of preventing favoritism on the part of the company to any particular persons, while, on the other hand, it is only by being enabled to modify their rates on different portions of the line, according to the necessities of the particular local traffic and the circumstances of the case (still within the maximum), that the advantages of the railway can be fully developed, and the public have the benefit of the freest competition with other existing modes of communication which possess that power of modifying their charges which it is now sought to take away from the railway company.

The following instances may be supposed to show the inconvenience of the proposed restriction.

5. If the company be so restricted, their charges on the line must be average remunerating charges with reference to the expense of working the whole line. Their charges, therefore, in populous districts, must be higher than they otherwise need be. Suppose a short train set up in a populous district by a carrier paying the company's tolls, such carrier,

carrier, by charging a lower price, might take the whole of the business of that district; the company could not compete with him by lowering their charges without lowering the whole line, which they might not be able to do.

6. Suppose one part of the line requires heavier engines or assistant engines, and another part engines of the lightest kind, the supposed carrier might run a train upon the easy part of the line at a lower price, and the company could not compete with him.

7. If it is intended to make all carriers on the line charge equally, and they do in fact charge differently, how could such a clause as this be made available? To compel the carrier who charges highest to charge lower, or the carrier who charges lower to charge higher, even if practicable, would not meet the difficulty, and, if done, would destroy competition.

8. Suppose a competing canal in a populous part of the line; if the carriers on the canal reduce their charges in that district below the average price charged by the company (which the quantity of goods might enable them to do), the railway company could not reduce also without reducing the whole line, which they might not be able to do. Thus the railway company could not compete with the canal even for what might be the most profitable part of their traffic.

For these and other reasons it is respectfully submitted that the proposed restriction would be inexpedient.

With reference to No. 4 of the above observations, it is further submitted that the company should not be placed under any additional restriction as to the mode of regulating their charges.

In short, it would seem that the only possible conditions under which the company could with propriety be compelled to make equal charges would be the following, viz.:

Where passengers and goods are carried;

1. At the same time.	1. As by day or night, or early or late.
2. In the same numbers.	2. If the average between two places is only five passengers, the charge must necessarily be higher than if it were 50.
3. For the same distance.	3. This is material, because the company must frequently be required to charge less to short passengers than the average thorough charge.
4. In the same direction.	4. One may be uphill, and the other down.
5. At the same speed.	5. This may make the greatest difference.
6. Over the same part of the railway.	6. The reason of No. 3 applies to this.
7. In the same carriage or class of carriage.	7. This evidently requires difference of charge.
8. In all other respects under similar circumstances.	8. And this is the leading principle of regulating the charge.

If all the above conditions could be provided for, then a provision might be made for equal rates and tolls per mile. In which case the present regulation for charging the tonnage dues equally per mile would of course be repealed.

But it is clear that the question upon which it is now proposed to legislate is controlled by each one of all the above circumstances.

In several of the railway Acts of last session it was attempted to meet the view above suggested by a clause, actually passed, in which reference is made to "goods or carriages of a like description" conveyed or propelled "by a like carriage or engine, passing on the same portion of the line."

Mr. *John Cass Birkinshaw*, called in; and Examined.

2690. *Chairman.*] WHAT situation do you hold in the Birmingham and Derby Railway Company?—Engineer and manager.

2691. How many classes of carriages have you for the conveyance of passengers?—Three.

2692. What is the third-class carriage; is it an open carriage?—Entirely open, with seats.

2693. You are not compelled to take three classes of carriages with your trains?—We are not.

2694. Is it the case, that on market-days you take the lowest class of carriages, and not on other days?—We have made no difference hitherto; by the first train in the morning, in each direction, and the last at night, in each direction, we have three classes of passengers.

2695. If you are compelled to charge an equal rate per mile for all passengers, making allowance only for the class of carriages, if you had on the market-days taken a lower class of passengers, you would be prevented charging lower rate for a poorer person?—We should in that case have to charge the same rate throughout for that class of passengers.

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2696. Do you think that would be injurious to your railway?—I think we should not be able to carry many of the local passengers. There are many passengers from particular points who have to make use of other conveyance to get to the railway in the first instance.

2697. The object you have in view in objecting to this clause being introduced into your Bill the Committee understand to be, that you wish to carry passengers on market-days, and so on, for short distances?—That is one of the objects.

2698. What other object is there?—I have a difficulty in specifying them. There are many other similar objects, applying to all short-distance passengers.

2699. Suppose this clause were inserted, might you not still, under your Act, take a third class of carriage only between those places to which you wish to carry the short-distance passengers?—I am not aware whether we should have power by the Act to do so or not; it would be possible, of course to do it.

2700. Sir *Robert Peel.*] Under your Act, may not a carrier set up a locomotive engine on part of the line, paying tonnage to the Company?—I believe so.

2701. Supposing a carrier, independent of the company, were to set up a carriage for the last 10 miles into Birmingham, there would be nothing to prevent his charging a low rate for his passengers?—Nothing whatever.

2702. It would be impossible for the company to enter into competition with that man for the 10 miles without the penalty of lowering their toll through the whole line?—Just so.

2703. Notwithstanding the carrier would have an unlimited right to lower his toll for those 10 miles?—Yes.

2704. Mr. *Greene.*] Though the carrier has by law the power of placing his carriage on the railway, is it not practically the case that other parties are altogether prohibited from putting their goods upon it?—I am not aware that they are prohibited, and I do not see any impracticability in the two parties carrying on the same railway; there might be inconvenience in it.

2705. Is there not a great difficulty in any third party obtaining a station where he might land his passengers?—If the company were disposed to throw obstacles in the way I presume there might be.

2706. Practically, the railway company could prohibit a third party bringing his carriages upon the road?—I am not aware whether they could carry it to that extent or not.

2707. Mr. *Labouchere.*] In point of fact, are you aware of an instance in which a carrier has been able to place carriages on a railroad against the wishes and interests of the railroad company?—I am not aware of any instance in which it has been attempted.

2708. Mr. *Freshfield.*] Would a carrier be able to supply his engine with water without the consent of the railroad company?—I am not aware whether he could or not.

2709. Mr. *Labouchere.*] Do you not think, even if it were possible under the terms of the Act for a carrier to put his carriage on the railway without the consent of the company, the divided control and authority which would then subsist on the same railway would be extremely dangerous?—Certainly.

2710. Mr. *Easthope.*] You state that there would be great danger if the carrier had a separate establishment, and it was not favoured by the company?—I think there would be danger, unless the arrangement was entirely under the control of the company.

2711. Supposing the company were restrained from carrying at a lower rate upon any small portion of the line, but that they desired to have a carrier that should be enabled to carry at a lower rate, would they, by favouring the operations of the carrier, and countenancing him in every form, be enabled to do that through the medium of a carrier which they would be restrained from doing by themselves?—No doubt they might do that.

2712. Supposing the case that, on your line, it was very convenient for you to carry a small portion of your traffic at a low rate, but that, under some regulation of Parliament, you were restrained from carrying on one portion of your line at a lower rate than on another, might you not set up some person acting in concert with you, and say, we cannot do it, but you shall?—We might, certainly.

2713. Then

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2713. Then the fear of collision, in consequence of the want of co-operation on the part of the railway company would be removed?—It would, to a certain extent, of course.

2714. In what proportion would it remain?—That would depend upon how much of this the company would do themselves; if the company found engines and carriages, the difficulty would cease.

2715. Suppose there was perfect harmony, that the company desired it, do you think that there would be any danger remaining?—The danger would be removed by the company finding the engines and carriages.

2716. Sir *Robert Peel.*] Suppose you were compelled by law to adopt, as an uniform rule through the whole line, the lowest rate you might establish in the neighbourhood of a large town, do not you think the consequence would be that the railway company would refrain from giving that accommodation in the neighbourhood of a large town which they might otherwise have given?—I have no doubt that would be the effect.

2717. And that the loss would fall on the population in the neighbourhood of that large town?—Yes.

2718. That the company would refrain from establishing trains for that part of the line at a lower rate, in consequence of its operation on the whole line?—I think that would be the effect, certainly.

Robert Palk, Esq. called in; and further Examined.

R. Palk, Esq.

2719. Sir *James Graham.*] A RESTRAINING clause was inserted in Railway Bills in the year before last, prohibiting an unequal rate of charge for passengers in respect of locomotive power and carriages; will you have the goodness to state what led to the insertion of that clause?—The insertion of the clause the year before last was the carrying on of that principle by which in all Railroad Acts it was insisted that the tolls should be charged equally at the same rate per mile throughout the whole railway. This is a copy of the clause: "Provided always, and be it further enacted, that the rates or tolls and charges to be taken and made for the use of the said railway, or for the carriage of any passengers, goods, animals, or other matters or things to be conveyed by the said company, or for the use of any steam power or carriage to be supplied by the said company, shall be at all times charged equally to all persons, and after the same rate per mile, or per ton per mile, or after any other manner in which such rates and charges are herein directed or authorized to be taken or charged, throughout the whole of the said railway, in respect of all passengers and of all goods, animals, or carriages of a like description, and conveyed or propelled by a like carriage or engine; and no reduction or advance in any of the rates or tolls hereinbefore allowed, or in any charge for conveyance by the said company, or for the use of any locomotive power to be supplied by them, shall be made, either directly or indirectly, in favour of or against any particular company or person, or be confined to any particular part of the said railway, but every reduction or advance in any rate, toll, or charge to be taken by the said company in respect of passengers, or any description of goods, carriages, or animals carried on the railway, or for the use of any carriage or locomotive power, shall extend to and take place at the same time throughout the whole and every part of the said railway, in respect of such passengers, goods, carriages, animals, or locomotive power, as the case may be." The clause introduced last year applies only to the charges for locomotive power and the charge for carriages.

2720. The jealousy proceeded from the practical monopoly enjoyed by railroad companies?—I cannot say that; I think it proceeded from the carrying out the same principle as heretofore was usual on canals.

2721. Would your object be attained by the existence of any controlling Board, to which all questions of this nature might be referred?—Most undoubtedly it would; that is to say, adopting the clause as it stood last year in railroad Bills, subjecting any alteration of the tolls or charges, where the effect of such alteration was that the tolls and charges were unequal on different portions of the line, to the control of a general Board.

2722. You desire to see such a Board formed?—I certainly think it would be a very good thing in many respects, not only in this respect but in many others.

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2723. You think that permission to the company to vary the rates of charge would be quite safe if controlled by the existence and power of such a Board?—Yes.

2724. Viscount *Sandon.*] You would have a general legislation, that there should be an uniform rate of charge, but a power of deviating from it to be vested in this Board?—That would then enable the railway, with the approbation of the Board, to take the rates and charges for locomotive engines and carriages on exactly the same principle that the charges for carriages and locomotive engines were put on by the clause of last year, which is section 110 of the Act for extending and altering the line of the Manchester and Leeds Railway, and for making branches therefrom, and for amending the Acts relating thereto, which is in the following words: "And be it further enacted, that the charges by the said recited Acts or this Act, or either of them, authorized to be made for the carriage of any passengers, goods, animals, or other matters or things to be conveyed by the said company, or for the use of any steam power or carriage to be supplied by the said company, shall be at all times charged equally to all persons, and after the same rate per mile, or per ton per mile, in respect of all passengers, and of all goods, animals, or carriages of a like description, and conveyed or propelled by a like carriage or engine passing on the same portion of the line; and no charge for or reduction or advance in any charge for conveyance by the said company, or for the use of any locomotive power to be supplied by them, shall be made, either directly or indirectly, in favour of or against any particular place, or in favour of or against any particular company or person travelling upon or using the same portion of the said railway."

2725. Sir *John Guest.*] Suppose the case of a railroad with a very difficult branch, with a locomotive engine; would that clause prevent their taking an additional sum for that part?—The first clause mentioned in my evidence would prevent that; the last clause would enable the charging a higher rate on that part of the line.

2726. Suppose you contemplated doing away with that power, then they would have a regular rate of charge?—I do not contemplate the doing it away. All I contemplate now is, acting under the clause I last mentioned, subjecting the railway company, in the exercise of their powers under that clause, to the control of some independent body.

2727. Viscount *Sandon.*] You wish the general rule to be an equal charge on any part of the line; but you would allow a departure from that rule, varying the charge on particular parts of the line, under the control of some Board?—Yes; that the Board should have power to do that, provided they found it advantageous to the public, or that it could be done without any unfair partiality.

2728. Supposing no Board to be constituted, has any other means occurred to you by which the varying of the rate on different parts of the line could be preserved free from abuse?—The only means that suggested itself to me, was leaving it to the court of quarter sessions; but I am afraid that would not be efficient or acceptable to the railroad companies.

2729. Sir *John Guest.*] There being no Board, you would not contemplate preventing the company charging a higher rate of toll on some parts of the line when the circumstances required it, where there was a fixed engine, for instance?—Where there is a fixed engine, I think they take an additional toll in respect of that.

2730. Your clause would not interfere with that?—No, certainly not.

2731. Lord *Granville Somerset.*] You have had, of course, from your official position, great communication with persons interested in railroads?—Certainly.

2732. You have been obliged to turn your attention very much to the mode in which the public are affected by those companies?—Certainly; not so much to the working of railways as to the formation of them.

2733. Should you state, from your experience, that you think the establishment of such a controlling power as a Board to manage and superintend railroads is absolutely necessary for the benefit of the public?—If the provisions of the Railroad Acts as they now stand are to be continued without any alteration, the public are entirely at the mercy of the companies, who of course will be guided in the accommodation they afford to the public by their own interest.

Those

Those concerned in railways constantly put forward the argument that their interests are identical with those of the public; but in some cases those interests may be found to conflict. At present there exists, with regard to some railways in working, great complaints that the public are not sufficiently accommodated. If the public are not satisfied with the protection for their accommodation which the interest of the railroad company would afford them, I see no other means of ensuring a reasonable accommodation to the public than some authority who would arbitrate between the public and the railway companies, as to the accommodation which the railway companies should afford. If the provisions of the Railroad Acts, either present or future, are to be altered so as to admit a competition on the part of the public in, or the total exclusion of the company from the trading on the railway, I do not see how that is to be managed without the intervention of some such authority. I think also some authority of this sort might be useful in the formation of a railway.

2734. In your communications with parties interested in railroads, have you ever had an opportunity of ascertaining their opinion with regard to the advantage of such a Board?—No, I have never suggested it to them.

2735. You have no means of stating to the Committee whether or not they entertain an opinion adverse to the establishment of such a Board?—No.

2736. Do you believe that, by the formation of such a superintending power, it would be possible for Parliament to be less rigorous in its provisions than it would be if no such Board were established?—I think a great many of the provisions now put in might be relaxed; much more might be left to the discretion of the railroad companies, guided by this Board.

2737. Viscount *Sandon*.] Have you turned your attention practically to the points over which you would give authority for such a Board?—I have not turned my attention very much to that. Where any works for the benefit and accommodation of the public, such as roads, bridges, &c., were to be constructed, I think that the Board should watch over those works, and see that they are done in an efficient manner. Some litigation to which the railroad companies have been exposed have been in consequence of their not doing properly those works. Then with respect to powers over land, I think some of those powers ought to be executed under the direction of some controlling power, for instance, the power of their taking land for temporary occupation, for the purpose of making materials on and carrying away soil and making waste banks; they ought not to select or use any such land, except under the control of some such Board. It is very difficult to provide for every circumstance by clauses in an Act.

2738. Would not such powers as you contemplate not only require a very large expenditure, but be often the cause of considerable interruption and loss of time in the progress of the works, by constant reference to a central authority?—I have not considered that enough to give a decisive answer to that question. I do not think they would. With respect to works to be done for the accommodation of the public, either the Act would specify those works, and the Board will only have to decide, when they had been done by the company, whether they had been done efficiently; if not, the Board would, at its discretion, prescribe further works, or these works would be directed to be done according to the direction of the Board, and then the Board would prescribe and see the works executed according to the plan.

2739. Has much evil arisen from the want of an efficient execution of the works?—I cannot say; from the complaints made to me very often, what the railroad companies have done and what they have left undone, and also seeing there has been litigation as to the way in which it is done, I think some complaint must have arisen.

2740. Would not this Board have to act very much in such cases as a court of justice, in deciding matters of this kind, and would not that involve all the expense of a legal tribunal?—I should think not; the questions would be very short; for instance, take the question of temporary possession of land. The general question would be, whether that was the most proper land to be taken by the company, and on what terms they should take it. I do not think that would generally occupy much time, and in that case I do not think time of very great importance.

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2741. Would not an efficient execution of their powers require that there should be engineers and surveyors called in?—Yes, undoubtedly, with respect to public works.

2742. Have you heard of any case of public inconvenience from works being performed in a manner unfit for public use?—No; I have not lately. There was great complaint at one time as to the interruption of roads by the operations of railway companies.

2743. As far as the public are concerned you have not heard of such necessity for the institution of such a Board?—No, I have not. The complaints I have heard have been principally in respect of roads, and the interference of the companies with land. The complaints relative to bridges were about their dimensions and inclinations, and, as far as I recollect, before those dimensions and inclinations were altered.

2744. Is there not an adequate tribunal at present for any deficient execution?—There is no tribunal except the Court of Chancery or the Court of Queen's Bench for the protection of public works. With respect to works to be done for landowners the tribunal is generally one or two justices of the peace.

2745. Will not that be sufficient, instead of having to carry a case from Northumberland up to London, to be decided by sending down surveyors from London to Northumberland to survey?—It might be in some cases sufficient, but in others I should think not. I should think a local surveyor would be a much better authority than a justice of the peace with respect to many questions.

2746. Sir *Harry Verney.*] Is a justice of the peace a good judge with respect to the construction of a bridge?—In general he is no judge at all, nor has he any authority generally with respect to bridges for the public.

2747. Sir *John Guest.*] Do you contemplate the interference of such a Board with the estimates previous to the passing of the Act?—No, I have not applied any attention to that.

2748. Sir *Harry Verney.*] Should you think such a Board might tend to limit Parliamentary expense?—I think it might.

2749. Might it prevent expense before Parliament in a considerable degree?—If Parliament determined to act upon the Report of whatever Board might be appointed with respect to the efficiency of the railroad, and with respect to particular points now inquired into by Committees of both Houses, that would undoubtedly save considerable expense. I think also, that the attention which would be supposed to be paid by Parliament to the opinion of such a Board might prevent many frivolous oppositions and much expensive litigation during the progress of a Bill through Parliament.

2750. Would you give such a Board any jurisdiction or authority in regard to the amount to be paid for land taken for railroad purposes?—I think some litigation and expense might be saved by giving power to this Board to act as arbitrators between railway companies and landowners. But whether it would be advisable to give the Board this power depends much on its constitution, as in that case, in addition to an engineer, you must have a person practically acquainted with the value of land.

2751. Viscount *Sandon.*] Would there not be also a great jealousy as to the powers conferred on one engineer to judge of the work of other engineers?—I have no doubt there would.

2752. For instance, if you appointed Mr. Brunel to decide on the gauge of railways throughout the kingdom, or on the other hand, some person opposed to Mr. Brunel in his views, would not that exercise a very undue influence over experiments going on in various railways?—Yes. I never contemplated the carrying the powers of the Board so far as to enable them to interfere as to the mode of construction or engineering principles upon which the railway was to be made, or where the railway proprietors only were interested, but I would give powers to the Board to the extent of settling any difference between the railroad company and the public, or any party with whom they had to do in certain cases.

2753. Sir *Harry Verney.*] Would you give to such a Board any voice at all with regard to the direction of the railroad, the part of the country through which it should pass?—I have only contemplated the appointment of a Board for

for regulating a railway when sanctioned by Act of Parliament. Were such a Board once constituted there are many purposes for which it might be useful before the Bill is brought in.

2754. When you say an engineer, do you mean a civil or a military engineer? —I meant a civil engineer; probably a military engineer might answer the purpose.

2755. He would not be a party of whom the civil engineer would entertain the same jealousy, as he would of a brother civil engineer probably?—I should think not; it is probable however that the bringing forward one engineer to control another engineer would be the subject of some jealousy.

2756. Viscount *Sandon.*] Do you think it desirable that a superintending control should be exercised over the various experiments which are made on various railways, and which may possibly lead to improvements?—I understand this question to relate to the experiments which are making in the working of a railway. I should think the control over those experiments should go only so far as they interfere with the fair accommodation of the public, and even then a discretion might be left in the Board to permit such experiments to continue. I should think a Board would at first rather encourage such experiments, as their object would be to make the railways as advantageous to the public as possible.

2757. Sir *Harry Verney.*] Can such a Board be so constituted that it would not at all interfere with those experiments which may be useful to the public, and tend to the public good ultimately?—I think it might. What I have hitherto said has been principally with reference to the formation of a railway; and what I wish is, that there should be some controlling power which should have the power to require that those things which are provided by the Act to be done for the public or individuals were done in a proper manner, and that the intentions of the Act are substantially carried into effect.

2758. Lord *Granville Somerset.*] You do not wish them to exercise any discretionary power?—In some instances I would. There are many instances in which such a discretion would be advantageous to the railroad companies themselves. The rules of the Standing Orders and those required by the practice of Parliament, which as general rules are very wholesome, have in some cases been found to cause great expense, and to restrict injuriously the operations of a company without benefiting the public or individuals. I would leave the Board a discretion to relax those rules. Again, as to the manner in which railway companies should interfere with the works of other public companies, and as to arrangements between railroad companies communicating with each other, I think such a Board might with advantage settle those questions.

2759. Viscount *Sandon.*] You only want a tribunal for the purpose of seeing that the railroad company carry out the intentions of the Act of Parliament?—Just so; as far as the formation of the railway is concerned, that they carry out those intentions substantially in the cases I have mentioned.

2760. As a substitute for the present tribunals to which those cases are now submitted, and which you consider to be inadequate or imperfect?—Yes, which in most if not all of the cases I have mentioned are too expensive, and which have no power to relax the provisions of an Act of Parliament, however injurious or useless those provisions may be.

2761. You would over and above convey to them some discretionary power as to tolls?—Yes, in that particular instance which has been mentioned.

2762. Mr. *Easthope.*] Would you contemplate giving that Board the cognizance of complaints against railroads, or allegations of the mismanagement of railroads?—I am not prepared to go that length at present. It would be hardly fair to do that in all cases, but I see no harm in giving the Board such cognizance for the purpose of preventing future mismanagement.

2763. In case of complaint of mismanagement, or carelessness or impositions in railroads, now dealt with by local magistrates, would you contemplate that it was safe to remove those to a central Board?—I do not know what particular class of cases are alluded to. If such cases affected the general management of the railroad, I see no harm in giving to whatever Board you appoint the power of making some provision for rectifying any such abuse in future. I must add, I know of no cases of mismanagement, carelessness, or impositions in railroads, now dealt with by local magistrates, except those for preventing an undue charge of toll by the collectors.

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2764. Would it not occur to you that there was an objection, supposing a poor man to have a complaint against a railroad company in Northumberland, if on his going to the magistrates he was told that the matter was taken out of their power?—Certainly, if he was obliged to go to a distance, or put to any additional trouble or expense in obtaining justice.

2765. Mr. *Thornely.*] Are canal owners now precluded from being themselves carriers on canals?—There is no power in the Act of Parliament enabling them to carry on their own account.

2766. Are they specially prohibited from carrying?—No. I should say that they could not apply their money in carrying, unless there was a special power in the Act of Parliament enabling them to do it.

2767. The railroad companies are not under that restriction?—No.

2768. Mr. *Loch.*] Why do you draw a distinction between the two?—Because it was thought necessary for the protection of life to put the locomotive power and carriages under the control of the company.

2769. Sir *James Graham.*] You are of opinion that the danger which you apprehend from the power of varying the rates of charge upon different distances would be removed by the power of appeal to a central Board exercising a controlling power?—Certainly.

Jovis, 19° die Martii, 1840.

MEMBERS PRESENT.

Mr. Easthope.	Lord Seymour.
Mr. French.	Lord Granville Somerset.
Mr. Loch.	Mr. Thornely.
Lord Sandon.	

LORD SEYMOUR IN THE CHAIR.

Mr. *Robert Lucas Chance,* called in; and Examined.

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2770. *Chairman.*] IN what business are you engaged?—A window-glass manufacturer.

2771. In the town of Birmingham?—Four miles from Birmingham, at Smethwick.

2772. Have you been many years engaged in that business?—About 20 years there; I was before that a glass manufacturer.

2773. Are you in the habit of sending and receiving goods from London?—We send a great quantity of goods to London, but we receive very little from London, in consequence of the high rate of carriage, which is prohibitory in the majority of cases.

2774. Are you in the habit of sending and receiving goods from Liverpool?—To Liverpool we send large quantities, and from thence we receive large quantities.

2775. From Manchester?—From Manchester we receive and to them we send considerable quantities, but not to the same extent.

2776. Before the railway was established did you use the common road or the canal chiefly?—The canal exclusively.

2777. Have the prices of the canal been lowered since the establishment of the railway?—They have considerably.

2778. Do you mean the canal between London and Birmingham?—Both between London and Birmingham and Birmingham and Liverpool very considerably, but especially to and from London.

2779. Do you know whether the traffic on the canal has been diminished, notwithstanding the rates have been lowered?—I am not cognizant of that fact; I have not seen any returns.

2780. Can you state the proportions in which the rates have been lowered?—As far as regards the principal article we send to Liverpool, window-glass in crates, the difference is between 35 *s.* and 45 *s.* per ton.

2781. You

2781. You still use the canal for sending glass?—We still use the canal for glass, which proceeds in a considerable degree from our locality; we are four miles from Birmingham, and it costs us 5*s.* a ton to take the goods to the railway; the canal-boats come into our basin, and are loaded from our wharfs; our great objection to sending by the canal is the transhipment at Preston Brook.

2782. Do you employ any carrier on the canal?—Always.

2783. What carrier do you employ on the canal?—At present we employ Sturland.

2784. What carrier do you employ on the canal between Birmingham and London?—At present, we employ Whitehouse & Sons; we used to employ them partially, and partially Pickfords; we ceased to send by Pickfords in consequence of a refusal to guarantee that the goods should be delivered safely. Mr. Baxendale has a great horror of the danger arising from an article so brittle as glass; whereas with a careful carrier the real risk, I think I may venture to say, is very small. Whitehouse & Sons, though they guarantee our goods being safely delivered, have never paid us one per cent., on our account, for breakage.

2785. The effect of the establishment of the railway has been beneficial to you, as far as regards the two lines, that to Liverpool and that to London?—Most decidedly.

2786. Do you use the railway or the canal for the transmission of glass?—We use both; we have sent partly by the Grand Junction Railway Company from the time they opened for the conveyance of goods.

2787. You send glass in that way?—Yes.

2788. On the railway to London, the company not being carriers, do you employ any private carrier?—We do.

2789. Can you compare the two sums you pay proportionably from Birmingham to Liverpool, and from Birmingham to London, by the two different systems?—The rate for glass to Liverpool is 30*s.*, and to London 45*s.*

2790. What is the difference of distance?—Ninety eight miles to Liverpool, and 112 to London; but we have the advantage also on the Liverpool line of being in some degree our own carriers, if we fill their waggons; situated as we are, five miles from the railway, we send our waggons to Birmingham, and they allow us to contract with them at so much a waggon by the Grand Junction Railway; in that case, we act in fact as carriers; we find our own people, we load their waggons, and our correspondent sends for the goods, as a carrier would do, from the Liverpool station, so that the railway company in fact merely find carriages and power.

2791. Your own servants put your goods on their carriages?—Yes.

2792. At the other end your own servants unpack them, and deliver them to your correspondents?—No; the railway company unload the carriages, and our correspondents send for the goods.

2793. You say you pay 30*s.* to the company; does that include the expense of putting your goods into their carriages, or do you pay your own servants for doing that business?—Thirty shillings is the company's rate, when they do everything; when we send a load in the way I speak of, as carriers, we pay 3*l.* 10*s.* per waggon; for that 3*l.* 10*s.* we are permitted to put three tons and a half upon the waggon, consequently, it costs us only 20*s.*; when we engage a waggon, whether we send two or three tons, or three and a half, we pay by the waggon; they hire to us their waggon; we take care always, in that case, to send three tons and a half, thereby reducing the charge to 20*s.* a ton.

2794. Mr. *Thornely.*] Suppose you were to send an entire loading for a waggon, and to put it into the hands of one of the carriers going between Birmingham and Liverpool, would you have the same advantage which the company gives you, of taking the glass at 20*s.* a ton?—We have never sent any goods by the carriers on the Grand Junction line; they have done our business so very satisfactorily, and altogether accommodated us so well, they meet all our wants so well, and meet all the losses which have arisen from their own neglect, by making us full compensation, we have declined having to do with any carrier on that line, therefore I am not able to answer that question.

2795. Lord *Granville Somerset.*] You say they have paid all the losses you have sustained so satisfactorily that you have no wish to change?—Yes.

2796. What losses have been inflicted upon you?—Soon after they commenced there were two or three instances in which the waggons came into collision

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collision with other carriages, and the glass was dispersed all over the country, there was scarcely a vestige of it to be found; the amount of our invoices was paid without any question or delay.

2797. When did you begin using the Grand Junction Railroad as a means of conveyance in sending your goods to and fro between Liverpool and Manchester and Birmingham?—As soon as they began to carry goods at a moderate rate.

2798. Can you state when that time was?—I am not prepared to say, but I think that as soon as they began to carry goods we availed ourselves of it immediately.

2799. Was that in the autumn of 1838?—I think so.

2800. Some time in September, probably?—I think so.

2801. Have you sent more goods or less goods by the Grand Junction Railway than you sent by canal?—We have sent far more glass by the railway than by canal; but we are manufacturers also of soda and alkali, and those articles are so heavy, and the rates so much lower by the canal, we send those articles by the canal invariably.

2802. There is not the same need of celerity in that case?—No, there is not.

2803. What per-centage of loss has been paid to you upon the amount received for carrying by the Grand Junction?—A very small amount.

2804. Is it as much as one per cent.?—Not so much.

2805. You spoke of the glass being sent to shivers in one case?—The articles lost were what are called French shades, which are not expensive; but, on consideration, I should think we must have received, in the course of our transactions with them, 20*l.* or 25*l.*, and that the amount we have paid them cannot have been more, probably, than 1,200*l.* to 1,500*l.*; but I am speaking from memory. They have paid all the claims that we could substantiate against them as arising from the fault of the carrier. They do not profess to guarantee the delivery of our glass safe, but, according to the common law, they are liable, as carriers, for any neglect as such, and they have on every occasion paid us accordingly.

2806. You state that you pay 30*s.* per ton carriage to Liverpool, and 45*s.* per ton carriage to London, for the same description of articles; what extras are charged in the case of goods from London?—There is no extra charge made for the delivery in London. We cannot get our correspondents in London to pay us anything for the delivery, for they keep their own horses and waggons, and deliver for nothing. If we were to send the great mass of our glass to London by the railway, our principal customers would not have it delivered, for their caravans go about London. The established houses, as glass-dealers, in London, and the glass-cutters, are accustomed to send their own vans for the glass; they would consider it derogatory to them to have it carried by the carrier through the streets of London. Their vans are very respectable vehicles; some of them have been accustomed for a century to having their vans going round London; and they consider it a mark of respectability to have their horses employed in conveying it. If we offered to deliver it for nothing, they would not accept it.

2807. Where does the responsibility of yourselves end, and the responsibility of your correspondents begin?—We do not guarantee the delivery of our glass safe.

2808. Do you conceive any carrier from London to Birmingham is responsible for the safe carriage and delivery of goods in London?—Pickfords do not consider themselves so. We make the carriers we send by responsible by written agreements.

2809. Though you are not responsible to your correspondents?—No, we are not nominally; but in consequence of the competition among the manufacturers, substantially we find generally that we are so.

2810. Are there any expenses beyond the 45*s.* to which you are subjected when you send your goods from your manufactory to London?—It costs us 5*s.* to deliver them to the railroad, and the same to the Grand Junction.

2811. The Grand Junction charge you only 30*s.* in some cases?—Yes.

2812. There is 5*s.* to be added to that for the expense of conveying to the railroad?—Yes.

2813. Is there any extra charge, either in Liverpool or Birmingham, to be added to that?—Yes; at Liverpool the consignee has to pay cartage; it is the custom of Liverpool.

2814. What

2814. What is that?—I am not at all aware; it is a specific charge by the package.

2815. That is to be added to the 35*s.* before the comparison between the two is fair?—Yes, to the 20*s.* or 30*s.*, as the case may be.

2816. Have you ever inquired whether the carriers would convey your goods to Liverpool at a lower rate than the 30*s.*?—We not only have inquired, but generally before we send any, we have a stipulated price: of course we use the railroad against the canal, and the canal against the railroad, in getting the lowest possible price we can.

2817. Have you ever inquired of the public carriers whether they would undertake to deliver your goods at a less price than the railroad company would deliver them at?—We get our glass by the canal to London lower than we do by the railroad.

2818. Have you ever tried any of the carriers that frequent the Grand Junction line, to see whether they would send your goods cheaper for you than when you employ the company?—We have made terms with Pickfords, and that was for 30*s.* also.

2819. Have you ever tried Bache's?—We have never tried any other.

2820. You found that the carriers would carry at the same rate that the Grand Junction Company carried on the road?—On recollection, we did, at Pickfords' solicitation, send some glass by them on the Grand Junction line. I think the first time we sent, a whole case of valuable glass was smashed to pieces, and Pickfords would not pay us; we lost 6*l.* or 8*l.*

2821. On what ground did he resist the payment?—On the ground that he was not responsible for breakage; any other carrier would do that, at least any that we have employed.

2822. Your object is, of course, to get your goods carried as safely and cheaply as possible; how came you not to inquire whether any of the other carriers would give you better terms than the Grand Junction Railway Company?—In fact, we were so well satisfied with the carrying of the Grand Junction Railway Company, we considered the question of guarantee to be of little moment compared with that of delivering our goods safely; it has happened that what they have broken has been wanted to be put into windows, and it has been of serious consequence our having to replace it; it is not therefore a sufficient reason with us because the carrier guarantees. It is requisite that he should be a very careful carrier, or it may be attended with serious inconvenience to us.

2823. Your great objection to the conveyance by canal, your glass being a brittle article, is the transhipment at Preston Brook?—Yes.

2824. Have you frequent accidents in consequence of that transhipment at Preston Brook?—Yes, our account for broken glass is tenfold greater on that line than on that to London; we are now accustomed to send a porter from Liverpool to Preston Brook to see the goods transhipped at Preston Brook; we pay half a man's time in Liverpool, 10*s.* a week, to go habitually to Preston Brook to see to the transhipment of our glass.

2825. It is a great object to you that your own servants should attend the transhipment of your glass?—It is.

2826. Is that the way it is done at Birmingham when you send by railroad?—Yes.

2827. When you have not the whole of the waggon, have not your servants equally the superintendence of the packing of your glass?—Our servants go to the railroad, and I believe they usually see the glass put on the train, but I am not certain of that; but it is part of our agreement with the company, that when we engage a waggon they shall pack the glass on the waggon.

2828. You do not happen to be a shareholder in the Grand Junction Company?—I am not, nor any member of our firm.

2829. Why do you suppose that the Grand Junction Company do better for you than a carrier would?—I do not give it as a matter of opinion, but as a matter of fact; we have never had any carrier who has done our business so well as the Grand Junction Company, and particularly as far as attending to the correspondence, (with perhaps two exceptions, Whitehouse's and Pickfords'); but the Grand Junction correspondence, partly arising from the rapidity, is the most efficient we have; it is not unusual that complaints are made, at one end or other, of breakage; we get letters on the subject, and we write to the

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Grand Junction Company in consequence; their correspondence is done in the most efficient manner; inquiries are always made at each end, and the answers are given in the most satisfactory manner possible. Then, as to the deliveries, we send our goods to the company in the evening, and on the following morning they arrive at Liverpool or at Manchester. As to London, at present we can send our goods to London, by the canal, on Monday morning, and they are in London on the Thursday; if we send by railway on the same day, they are not in London till Tuesday evening, and they are not delivered till Wednesday morning; they may not be delivered till Wednesday night. I think, on the average, the goods are not delivered one day earlier than by canal, and yet we pay more for the goods going to London by the railway than by the canal. It is 162 miles by the canal, and only 112 by the railway; and I certainly consider the London and Birmingham Railway should, if possible, deliver goods the first morning in London and Birmingham; it appearing to be obvious, from the deliveries of the Grand Junction Railway, that this is usually possible.

2830. You say there is not above 24 hours difference in the time?—Yes.

2831. You prefer using the Grand Junction Company to any carrier on their line of railroad, because you think they will carry your goods with greater accuracy?—I think they are the most accurate; Pickfords may be as accurate, but they will take no responsibility with regard to breakage; and in our experience we find it best to have to do with parties who are careful in the conveyance of the glass, and who settle for damages readily.

2832. You expect this also to happen, probably, that supposing your goods come under the charge of a carrier, and there is an over-amount beyond the power of the railroad company to expedite at particular times, they will rather send those goods they have undertaken to deliver than those the carrier has undertaken to deliver?—That has never entered into our consideration; we have never known of any instance that the Grand Junction Company have not sent them forward on the night we delivered them for that purpose.

2833. Have you never heard of any of the carriers' waggons being left behind?—That has not occurred, to our knowledge.

2834. That gives you greater confidence probably in the transmission of your goods by them than by the carrier?—That has not influenced us; I have never heard that the carriers' goods were left behind.

2835. Supposing that to be the fact, would it influence you?—It would, certainly.

2836. Do you think that, however well the Grand Junction Company conduct their trade, it would be desirable that the carriers should be driven off the line, leaving the trade in their hands?—Certainly not, if it can be avoided.

2837. Why should you object to the monopoly being completely in the hands of the Grand Junction Company?—Because competition is necessary to keep trade in a wholesome state; I should think it very contrary to our interest for the railroad to ruin the canals, for instance.

2838. Would you think it also contrary to your interest, as very large traders, that the company should be enabled to drive the carriers off the railroad?—I should think the competition of the railroad and the canal quite sufficient.

2839. You would see no objection to the railroad companies having a complete monopoly of the carrying on their line?—I should object to it as a principle; I should prefer the carriers being kept on the line; I should consider it very desirable for us, who have to convey our goods to certain places, that we should have as many competitors as possible. I can hardly conceive a case in which the carriers would be driven off the line, in consequence of certain advantages they have; I apprehend they may get all the small carriages, all the carriage of houses which do not send large quantities.

2840. Why should you suppose that all the houses which do not send large quantities would rather employ a private carrier than a railroad company as a carrier?—In the first place, they are more accustomed to have to deal with the carriers; they have been longer accustomed to send by particular houses, and they will not change without some particular reason: but that is a question which I may say I have not considered, and can have no opinion on.

2841. You have an impression that it would not be desirable to give a complete monopoly of the conveyance of goods along the railroad to the railroad companies?—That is my impression.

2842. If

2842. If it should be proved to your satisfaction that by the railroad companies being carriers, all other carriers must cease, what would be your opinion as to the railroad companies continuing to be the carriers?—I should still remain of opinion that it would be for the benefit of our individual concern that the railway company should be the carriers; they have an interest in monopolizing the trade or as large a portion of it as they can, to do it at a low rate, to prevent the canals getting too large a portion of it, which the carriers having canal connexions and establishments have not; and competition will always have the effect of keeping the rates sufficiently low; in fact, with this competition between the canal and the railway, there could be no monopoly in the railroad company. I think so as a manufacturer largely concerned in the question.

2843. You think the water conveyance will be always a sufficient check on the railroad conveyance?—Yes. It was proposed some years ago, I think, by the Duke of Wellington, that Parliament should take the revision of the railroad rates from time to time, and though that has not yet been resolved by Parliament, it is so reasonable that the public should not suffer by exorbitant rates, I should hope that will be done. I will mention a fact as to our manufactory, which is the only one which pays canal rates on our description of business in the kingdom; that portion of the tonnage which forms a proportion of the carriage we pay amounts to a very large annual sum on our manufactory; and thus it is a tax on our manufactory, and not on other like manufactories, established by their being within a short distance of the sea-shore. The canal, which passes our works, originally cost 140*l.* a share; for many years they have divided 100*l.* on 140*l.*; that is, of course, collected from the manufacturers and the coal owners and the iron works in our district. There is no reason why the canal should receive so very large a per-centage upon its capital by taxing the respective manufacturers; when Parliament give such great privileges to joint stock companies, it would seem that there should be some power reserved to prevent such very large taxes being put on the manufacturers. We have now a railroad rivalling the canal, which is a very great check, and I cannot but imagine that if the profits of the Grand Junction Railway were very excessive, there would be power in Parliament to authorize another railroad or to regulate the rates, to prevent their charging us more than they ought to do. I consider the present rates of the railroads excessive; even 30*s.* a ton for the conveyance of our glass is double what it ought to be.

2844. Do you state that with reference to the heavy charge on yourselves, or the excessive profit the railway company is making by the charge?—I do not think they are making a profit by it; I think it is a mistake. I think they would receive a greater amount by charging a much lower tonnage than they do at present. I conceive that it will be found, and that all experience will prove the position, that there would be an enormous increase of traffic, which does not at present exist, in consequence of a reduction of the rates. I have considered that we get no goods from London in consequence of the high rates. We use large quantities of brimstone and large quantities of various other articles, of which, in consequence of the very high rates along the canal and the railroad, we never think of inquiring the price in London, and yet London is probably the best place perhaps for purchasing such articles. Large quantities of those articles are imported into London, and we could often get them cheaper in London than in Liverpool. Some years ago we made communications to the Grand Junction Canal Company that we could get chalk from Harefield, 16 miles from London, that cost us then 25*s.* per ton; by making arrangements with the Grand Junction Canal Company and other canals, we have got that article down to 12*s.* a ton; the consequence is, we use this article in our manufacture, and perhaps get 1,500 tons a year from Harefield, which would never have come at all but for that reduction, we should have otherwise used the limestone of our immediate neighbourhood. The same with regard to sand; we used to get that from Lynn, which cost us 40*s.* a ton; we afterwards got it from the Isle of Wight at 30*s.* a ton: it was found to exist on the line of the Grand Junction Canal, and instead of charging us at the usual rate of 16*s.* a ton, they charged us 2*s.* 6*d.* a ton; we thus got the cost reduced from 40*s.* to 15*s.*, and by that means we are enabled to carry on our manufacture, and but for those low charges our manufactory would probably have no existence; ours is the first house which has ever established a manufactory of window-

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glass in that part of the kingdom; all the manufactories for articles of that description are on the coast. The effect of these reductions has been that the Grand Junction Canal Company have received considerable sums for the transmission of those articles at very low rates, whereas if they had kept up their rates they would never have come on their canals.

2845. You refer to Harefield, on the borders of Buckinghamshire and Middlesex?—Yes.

2846. You are aware that the up tonnage is greater in amount than the down tonnage?—It is.

2847. That enables the Grand Junction Canal Company to give you this accommodation, with profit to themselves?—Yes; I think that has probably something to do with the water in their locks; I mention that as an illustration of the principle that low tonnages encourage transit business; though there are many manufacturers of glass in Lancashire, we send glass to Liverpool, and to Ireland and Scotland; but in proportion as the rates are high or low will be the extent of our trade; when the prices of glass are very low, we send scarcely any glass to Ireland or Scotland, for the transit between us and Liverpool makes such a difference, that the Lancashire manufacturers supply those countries; an immense increase therefore to the transit on canals and railroads would arise from low rates.

2848. You say there has been a positive advantage, by the opening of the Grand Junction Railroad between Birmingham and Liverpool, not only in the speed but in the rates?—Yes.

2849. So that you pay less, and avoid the difficulty of transhipment at Preston Brook, and also gain in speed?—Yes.

2850. What is the difference in the charge you now pay by railroad and the charge you paid by canal before the opening of the railroad?—Window-glass, when sent in tables or half tables, is a bulky article; we used to pay 45*s.* a ton, we now pay 30*s.* a ton (20*s.* in some cases, where we send a load, as I have before explained), to which there is an addition of 5*s.* from our works to the railroad, it is about 22 per cent.; but I ought to say that glass packed in boxes is not reduced above five per cent.

2851. Does that observation apply to the other articles in which your manufactory is concerned?—As far as regards very heavy articles, the railroad rates at present are quite prohibitory.

2852. Therefore, being prohibitory, they are no check on the canal?—No.

2853. Do the canal companies charge these articles at the same rate as they did formerly?—No, they are a little lower.

2854. Then, in your opinion, competition is most important, as far as regards the carrying trade, as you are concerned?—Yes, most important.

2855. Have you any written agreement with the Grand Junction Company?—No, no more than an agreement as to our taking whole waggons; we have no written agreement.

2856. Viscount *Sandon.*] With the exception of the agreement with you with regard to your traffic in whole waggons, they charge equally to all persons?—They do.

2857. Is that the case, to your knowledge, with regard to the carriers; do they charge equally to all persons, or not?—They certainly do not.

2858. Do they make a different charge to persons who are in trade and who are out of trade?—I have no doubt we have engagements with canal carriers for carrying our goods frequently 20 per cent. less than to some other manufacturers, much less to private individuals.

2859. That is in consequence of the extent of your traffic?—Yes.

2860. The question referred to carriers by railroad?—I have no knowledge of the carriers to Liverpool, because we have not employed them, with the slight exception of Pickfords, in one or two instances; where they run to London, there is a great competition. Pickfords, when the line was first opened, charged us 60*s.*; but finding 60*s.* very oppressive on the part of the carriers, we addressed a letter to the London and Birmingham Railroad Company, which affects the very point in question, in these terms: it is addressed, "To the Directors of the London and Birmingham Railway." It is dated the 5th of June 1839. "Gentlemen,—We take the liberty of submitting for your consideration the effect of your not acting as carriers on your own railway, on the cost of the conveyance of the articles we manufacture, contrasted

contrasted with the cost on the Grand Junction Railway, and with the cost from Newcastle and Sunderland by sea to London. The railway company's charge for glass to Liverpool is 25*s.* per ton; the charge by sea from Newcastle and Sunderland from about 15*s.* to 20*s.* per ton; Messrs. Pickford & Co.'s charge for glass by your railway is 60*s.* per ton, they taking no risk whatever. We understand your charge to the carriers to be 35*s.* 4*d.* per ton; so that though you charge only 10*s.* 4*d.* per ton more than the Grand Junction Railway Company, we are charged 35*s.* more. Whilst, therefore, the cost of conveyance to Liverpool by railway is as low as by the canals, the cost to London is about one-third greater. We are sending a large portion of our glass to Liverpool by the railway; and we do not hesitate to say that the Grand Junction Railway Company are the most careful, regular and efficient carriers we employ. They do not take on themselves any risk of breakage, but we literally have no complaints on that head. We would submit further for your consideration, that window glass, exclusive of the excise duty, being sold at a much lower price than hardware per ton, and on an average below the price of nails, anvils, and vices, ought always to pay the lowest rate of tonnage. The canal rates to London have hitherto been so high, that very little of the produce of our manufactory has been exported from London. In conclusion, we take the liberty of observing, that if you wish the manufacturer of this district to have the full benefit of your magnificent undertaking, you must become carriers. We cannot compete with the manufacturers on the Tyne and Wear if you do not convey the produce of our manufactories at moderate rates; and we will venture to affirm, that in proportion as the cost of conveyance is diminished, the aggregate amount of your receipts for goods will be increased. We have the honour to be," and so forth.

2861. What was the reply of the company to you?—I have not brought it with me, but it was very laconic; they said they had referred the matter to Mr. Baxendale, who happened at that time to be at the head of Pickfords' concern, and the railway company's superintendent.

2862. In what way did you proceed?—We proceeded by applying to various carriers; we got them down to 50*s.* and then to 45*s.*, with a guarantee; Pickfords' charged 60*s.* without a guarantee.

2863. You believe that the charge would not have been reduced, in the case of the Grand Junction Railway, but for the company being carriers?—I see no reason why it should; but when I mentioned 35*s.* 4*d.* in that letter, I think that it is only 30*s.* that they charge the carriers.

2864. Anything beyond 30*s.*, with the expense of collecting and putting together the packages, would be the whole profit to the London and Birmingham Company?—As far as regards ourselves, it would be so, but not so in Birmingham; for it is the practice in Birmingham for the carriers to cart the goods; but from the distance we are from Birmingham, we ourselves send our goods to the railway.

2865. Anything beyond that, which would pay the expense of putting on board, and taking off, would be pure profit to the London and Birmingham Company?—It would.

2866. They could afford to carry your goods for anything beyond a sum paying those expenses?—I think so. At present we send our goods to London principally by the canal; the effect of it is this, that whilst to Liverpool we send large portions by railway, to London we do not send a fifth part. Five-sixths of our carriage to London go by the canal, merely because our correspondents do not feel it an advantage to have the glass carted; it is often a great convenience to them to allow the glass to remain a few days at the carrier's warehouse till they can take it in conveniently.

2867. Is it your conviction that the difference between 30*s.*, the price the carriers pay, and the 45*s.* you pay to the carrier, would be profit to the railroad company?—I am quite clear of that.

2868. Therefore, by the difference between that at which they could do it, and what you are charged, the price of carriage might be reduced to you if the London and Birmingham Railway Company were the carriers upon the London and Birmingham line?—It might be so reduced.

2869. Lord *Granville Somerset.*] How do you support the statement in your letter, that there is a difference between the charge made by the Grand Junction Company, and the charge made to you by Messrs. Pickford, of 35*s.*?—Because I have

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I have assumed that the charge of the Grand Junction Railroad Company is 25 *s.*; I did not go into particulars; but when we send a waggon load, that costs us 20 *s.* a ton, and 5 *s.* further expense; I assumed therefore the difference between 25 *s.* and 60 *s.*

2870. You assume the difference most favourable to yourself on one side, and that which is most unfavourable to the carrier on the other, do you not?—I have not stated anything which is not the fact.

2871. Do you not state that the charge to you in sending to Liverpool now is 35 *s.*?—Yes; but we send some at 25 *s.* The average, taking the waggons altogether, does not exceed 25 *s.*

2872. Did you make any proposition to Messrs. Pickford to proceed in a similar manner?—No; Pickfords having broken our glass, and given us no compensation, we closed our account with them. They refused our business altogether to London on terms of guarantee against breakage.

2873. When you stated the calculation of your payment to Liverpool at 25 *s.*, and the calculation of the payment to London at 60 *s.*, did you consider the detail of the calculation at the moment?—Our accounts with the Grand Junction Company do not average more than 25 *s.*, taking the waggons and all together.

2874. Did you include the charge of carting in that?—No, we should have had to pay for that equally if we had sent by Pickfords.

2875. You also stated that you went to different carriers on the London line, and by going to different carriers you at last reduced the rates from 60 *s.* to 45 *s.*?—I rather think the carriers made offers to us.

2876. The discussion of it reduced the rates from 60 *s.* to 45 *s.*?—Yes.

2877. That shows the advantages of competition?—Yes, I admit the advantages of competition.

2878. Viscount *Sandon.*] That competition would have been still greater if the railroad company had been carriers?—Certainly.

2879. Lord *Granville Somerset.*] You state in this letter that the cost of conveyance to Liverpool from Birmingham is as low as on the canals; have you not stated that the cost by canals is lower?—Not on crates of glass; we cannot get our crates of glass conveyed to Liverpool by canal at less than 35 *s.* a ton.

2880. Viscount *Sandon.*] What is the amount per annum of your payment to the carriers?—I did not look before I left home, but I think we must pay full 5,000 *l.* to Liverpool and London, and Manchester, and other places.

2881. Including the railroad companies?—Yes.

2882. You said that the different carriers made abatements to you on account of the extent of your business?—Yes, it is a matter of continual bargain with them.

2883. There is no one equal charge at which the carriers rate everybody?—No, there is not; if we buy a load of brimstone in Liverpool or Bristol, we endeavour to get it brought at a low rate by any carrier.

2884. Lord *Granville Somerset.*] In this, as in all other matters, the credit of the house has something to do with the bargain?—Yes, and the quantity to be sent.

2885. Viscount *Sandon.*] If you had the charge upon the London and Birmingham Railway as low as upon the Grand Junction, should you send more up to London?—I think the London and Birmingham railroad ought to take all our glass, it is absurd to send it by canal, it is a very bulky, light article, and a boat that ought to contain 18 or 20 tons will probably not contain five tons of our crates of glass; on the railroad bulk is no object, so that the weight is not above a certain amount; on the principle of locomotive power, the weight being at a distance from the engine makes, I understand, no difference in the power required.

2886. Lord *Granville Somerset.*] Where is the chief consumption of the glass which you would send to London, supposing it equally convenient to you in point of expense to send it to London?—What we send to London at present is almost entirely for the home trade, but we export a good deal, which we send to Liverpool or Gloucester.

2887. Supposing you sent to London at the same rate, would it be more convenient for your export trade that it should be sent to London rather than to Liverpool or Gloucester?—I think we should get lower freights in London; there would be no difference as regards matter of convenience; as a matter of local

local convenience to us as manufacturers, it is more convenient to us to send by the canals, for the boat comes into our yard, and we load it there.

2888. Viscount *Sandon.*] You would measure the convenience, in that case, simply by the comparison of the rates of freight?—Yes.

2889. Lord *Granville Somerset.*] Would your export trade be conducted as cheaply from the port of London as it is now from the port of Liverpool?—Most assuredly.

2890. You were understood to speak of a coasting trade?—The home trade is more profitable to us than the foreign trade; but we export large quantities to foreign parts from Liverpool.

2891. Viscount *Sandon.*] You would not wish to see the system of the London and Birmingham Railway applied to the Grand Junction line?—I should be very sorry to see that; it would be a great tax upon us.

2892. You look upon that as interposing the profit of a third party, which you should have to pay?—Yes; the capital employed by the railroad company as carriers of goods is comparatively very little, whereas the capital employed by some of the carriers, Pickfords', and Crowley's, and so on, is very large indeed.

2893. The carriers have to make a profit on all the capital they embark?—Yes.

2894. Whereas the companies have only to make their 5 per cent. profit on the capital employed in their carrying concern?—Yes; say 10 per cent. on the capital necessary to provide waggons, carts, and horses at each terminus.

2895. Mr. *Easthope.*] Will you specify why you have come to the conclusion that the capital employed, in consequence of the carrying by the railroad company, was very small, whereas the capital employed by the carriers is very large?—If the carriers were merely carriers on the railway, they would have carts and waggons at each end, and nothing else; there is nothing for the carrier to do but to have carts at each end, as the railway company carry the goods; the business of the carrier, at present, on the canals is quite different; he has to provide boats, he has to provide stations and stables at various points where his boats stop, and an immense number of horses.

2896. Will you illustrate the opinion you gave when you intimated that the company, by being the carriers, and continuing the carriers, must employ a considerable capital, which would go to increase the charge to the public?—I do not see, on consideration, that they would, for this particular business, require other machinery than that of the railway company, but I think it must be admitted that the railway company, if they were to concentrate a large mass of trade in their own hands, would do it much more economically than any carrier could do.

2897. You stated that the cost of your carriage from Birmingham to Liverpool is, on the average, 25*s.* per ton, whereas the carriage from London to Birmingham is 45*s.*, the difference being 14 miles; how do you account for that difference?—The canal rate being so much less from Birmingham to Liverpool than it is from Birmingham to London, the railroad company have fixed a rate corresponding to the rival lines; we all of us get as high a price for our commodities as we can; the railroad company have put such a tonnage as they think will be low enough to draw the business to them.

2898. You state that you should regret the carriers being driven off the line?—Yes.

2899. What would you fear if the railroad company were prohibited being carriers, what in your opinion would be its operation upon the public interests?—I think it would be a very serious evil to the manufacturer who has to deliver his goods to London and elsewhere, if the railway company should be prevented carrying on their own line, because I think it is the only security for its being done at a low rate; I conceive it would have the effect necessarily of greatly increasing the cost of carriage from Birmingham to London and Liverpool; but there is one thing that I have not mentioned in the course of my evidence, and that is with regard to the comparative cost of our carriage to London compared to what it was before the railroad was established; we used to pay 52*s.* 6*d.* a ton for carrying glass to London, and we now pay only 40*s.*, arising from the competition of the London and Birmingham Railway; it is reduced in a greater ratio than that from Birmingham to Liverpool.

2900. You stated that you should regret the railway companies being prohibited from being themselves carriers, because it would increase the cost; why

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do you think it would increase the cost?—Because the carriers must get a profit on the capital employed by them beyond that necessary for the railway company; suppose the railway company were to employ 50,000*l.*, which is a very large sum to apply to that as additional capital as carriers of goods, as it would only require that they should have a number of carts and horses at each end; that would be an enormous sum for them to employ in horses and carts requisite for the carrying on their goods business; but supposing 50,000*l.* were required, taking a sufficient interest for that, taking it at 10 per cent., 5,000*l.*, would the carriers between Birmingham and London be satisfied with dividing 5,000*l.* for the interest of their money and their several establishments, and the profit to each of them on that business; would it pay them for their labour?

2901. Supposing the railroad company to monopolize the carriage, and the carriers to be driven off the road by the excessive charges which were made by the company, what is your opinion as to the jealousy of the public of such a monopoly raising a counteracting influence?—I think the interest of the railroad company would be so obviously against that, that there would be no danger; in the first instance, the canals would operate as a check; but, in the next place, that wholesome check which would arise from our having a legislative body sitting a large portion of the year ready at all times to hear the representations of persons who were injured by such an operation, would prevent it. I think that the Legislature would not, in such a case, object to a rival line. If the London and Birmingham Railway becomes so profitable as was once anticipated, can any one suppose that Parliament would not grant leave to make a rival railway taking in another line of towns? if their profits should become very enormous, or their charges be excessive, I apprehend that would be the inevitable effect.

2902. You think that the railroad companies, taking an enlarged view of their own interests, would moderate their charges even if they were quite the monopolists of the carrying, in order to avoid that jealousy and the fear of competition?—I think so.

2903. Lord *Granville Somerset.*] Have you any statement to make to the Committee as to the damage done to your goods on the London and Birmingham line as compared with the Grand Junction?—It has been far greater by the carriers on the London and Birmingham than by the Grand Junction Company on their line.

2904. To what extent?—We had one instance of 20*l.* damage by a carrier, which was nearly equal to the whole of the damage done by the Grand Junction Company from the beginning.

2905. Where was this done?—It was done at the London station.

2906. Who was the carrier?—Sterland.

2907. When was that?—I think about two months ago.

2908. Has any application been made for remuneration?—Yes, and he did not hesitate to make it; we have a special agreement to that effect.

2909. He repaid you all the loss?—He did.

2910. Have you any other instance of large damage?—No.

2911. Have you ever lost by damage on the London and Birmingham railroad?—No, for we have always had special agreements.

2912. Those special agreements being, that the carriers shall be responsible to you at the rate at which they engage to carry what you send?—Yes.

2913. *Chairman.*] You were understood to say that you think a competition in the carriage of goods very advantageous to the public?—Certainly.

2914. Do you think that that competition will be secured by the rivalry between the railways and the canals?—I think so, adequately.

2915. You stated that the rates from Birmingham, both by canal and by railway, were at present higher than you thought was even for the interests of the different companies?—Decidedly higher.

2916. So far the competition between the railroads and the canals has not brought it down to that which you consider for their own interests?—Not fully. I can hardly say as to the Grand Junction Railway Company, for I think they are satisfied that they ought to reduce the tonnage.

2917. You stated that the Grand Junction Railway Company charges you about 30*s.* a ton for the conveyance of your goods?—Yes, except in special cases, and then 20*s.*

2918. Can

2918. Can you state what proportion of that is toll, and what proportion is the charge for locomotive power?—I do not know that.

2919. You have said that another means to which you look for security for the cheap carriage of goods is, that Parliament shall from time to time revise the tolls?—Of course Parliament can do anything; but at one time it was proposed there should be an express clause introduced into every Act; that has not been done at present, therefore that is not at present operative.

2920. Would it be of any use for Parliament to revise the tolls unless Parliament also fixed the charge for locomotive power?—It would appear not.

2921. You have said that the London and Birmingham Railway Company charge you much higher in proportion than the Grand Junction Railway Company?—Yes.

2922. Do you not believe the London and Birmingham line is a more expensive line than the Grand Junction?—It is not, I presume, more expensive to work. It cost a great deal more to make; but I apprehend that does not enter into the question as to what rates they should charge.

2923. You think the railway charges should not be fixed in proportion to the cost of the line?—I think that does not bear upon it.

2924. You think on a very expensive line they should carry at the same charges as on a line which cost a very small sum?—I think that is a question for each railway company to fix with reference to their own interests. I think a just view of their own interests would always induce them to fix their rates at that amount at which they would obtain the largest return for their outlay.

2925. You state that you think, in case a railway should charge very exorbitant prices, the best security will be, the possibility of making a rival line?—Unquestionably, that is one of the securities the public have.

2926. Seeing the great expense of the line from London to Birmingham, do you think it probable that exorbitant charges upon that line would induce other capitalists to combine, and make another line between Birmingham and London?—I think it will ultimately be found that the conveyance will be so much increased by the facilities which are given, that there will be so much more traffic, both of passengers and goods, the probability is, we may each of us live to see a rival line; not if the railroad company are content with charging moderate prices, but if they attempt to charge exorbitantly, I think that would be the evident effect.

2927. You say that the canal and the railway, acting in competition, affords to a certain degree a security to the public; do you not think it possible that the proprietors of those two great establishments, instead of acting in rivalry and competition, might act in unison and combination?—Then the only protection against that is Parliament. I think that public opinion is such a check, it can scarcely be augmented.

2928. Have you known of no cases where public companies have acted in combination, though public opinion has disapproved of it?—I do not know that I can say that I have not heard of such cases; on the Manchester and Liverpool line I have heard, I believe, that something of that kind is established, or has been thought of.

2929. Mr. *Thornely.*] Did you not state that the tolls on the Birmingham Canal are so high as to have raised the price of shares to an enormous amount?—No; I stated the fact that they have habitually divided 100*l.* on 140*l.*, but the rates are not high there; they are comparatively low; I did not speak of their tolls as being oppressive on the manufacturer, for there is no canal in the kingdom which takes less tonnages; they are continually reducing their tonnages. That may proceed in some degree from the character of their clerks, who have had in a great degree the management of their concerns, the late Mr. Houghton and the present Mr. Freeth, they have taken a liberal view of the matter.

2930. The canal company are therefore popular with their customers?—Yes, they have voluntarily reduced their tonnages considerably, perhaps from the rivalry of the railroads; they have seen that the only way to prevent the intersection of the country by railroads, is to reduce the tonnage greatly; but so far from those reductions having decreased their revenue, they have, in fact, increased it; the effect of reducing the tonnages is one ground on which I say that low tonnages are in fact for the interests of canals and railroads.

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2931. *Chairman.*] Do you ever send or receive goods from more distant places than London or Liverpool?—We send goods to Ireland and Scotland, but not to any large extent.

2932. When you send them to Scotland, you send them to Liverpool to be shipped?—To Liverpool, or London, or Hull.

2933. You do not send goods passing over more than three railroads?—Hitherto there has been scarcely an union of railroads, but we have sent some into Lancashire through the North Union Railway, by means of the Grand Junction Railway Company as carriers.

2934. When two or three of those railways shall be completed in that way, do you think it would be equally convenient that the railway companies shall act as carriers?—Equally.

2935. To whom shall you entrust your goods when they have to pass on the lines of two or three companies?—We have an instance in the Grand Junction Company now undertaking to deliver our goods at Preston; we agree with them for a certain rate, and they pay the North Union Railway; our agreement is with them, and we look to them.

2936. Do not you expect that the railway company to which you deliver the goods should be responsible for the delivery?—Certainly, and that is the practice; I think a regard to their own interests would induce them to make an arrangement with the other company, by which the goods should go in the same carriages.

2937. Supposing it was necessary to send over such railways, and that land-carriage at the end was also necessary, how would that be provided for, where the railroad company is not one of the carriers?—I think the railroad companies would not undertake any such conveyance; that the carriers in such places at the respective points would take the goods from the railroad.

2938. In that case there must be a divided responsibility?—Yes; and the same applies to the carriers at present, and always has done.

2939. Mr. *Easthope.*] In that case would it not be a check to a very considerable extent, when the railway had taken it to the point at which it left it, that the carrier, on receiving it, would perceive if there was damage?—Of course.

2940. Do you not think the public would be effectually secured by having that check on the party who conveyed them?—Yes. Nothing is more common than for carriers to deliver one to another; for example, we send to Edinburgh; we send by railroad to London, and the carrier delivers them to the wharfinger in London, and he gives a receipt for them; if the goods are damaged he notices it in the receipt.

2941. Do you think that check quite sufficient for all common purposes?—Yes; I know of no others that can be had.

2942. *Chairman.*] You are understood to say, that though you employ the railway company as carriers, you think it an advantage to the public that private carriers should still use the line?—I think so, because of having a competition. The carriers speak as if the company would have a monopoly of the line by the amount of profit, but I should hardly think that the railroad companies would drive them off by the want of profit, but that they would be ready to make such terms as to make it their interest to remain carriers.

2943. As you have stated yourself friendly to competition, do you think it advisable that the railroad company should bind private carriers not to charge less than they themselves charge for the conveyance of goods?—I do not see any object that the public could have in their binding carriers not to charge less.

2944. You think it inexpedient that the carrier should be bound to charge more for the benefit of the railway company?—I do not see any reason for the railroad company making that stipulation.

2945. Have you ever heard that such a stipulation has been made?—I am not cognizant of the fact.

2946. Mr. *Easthope.*] Have you ever heard that the carriers have intimated to the companies, that if the companies did not carry themselves they might have a higher rate by the exclusive employment of carriers?—No; but I have heard that that is the object of the present application to Parliament by the carriers against the railway companies; they have, I understand, applied to the manufacturers,

manufacturers, merchants, and others in the district to sign a petition to Parliament to prevent the railroad companies being carriers.

2947. Why do you suppose they have done that?—That they might increase their rates; they never presented it to me to sign; I think they presented it to my brother, but he would not sign it.

2948. What was your objection?—Because we presumed that their object was to advance the rates of carriage.

2949. Mr. *Loch.*] Is it not for the advantage of the public that goods should be carried as cheaply as possible?—Certainly.

2950. Then, if a railroad company shall stipulate that the private carrier shall not carry as cheaply as he can afford to do, but shall charge a certain rate, is that for the advantage of the public?—Certainly not.

2951. Viscount *Sandon.*] If it came to a question, of the carriers driving the railway company from the line, or the company driving off the carriers, which should you prefer?—I should prefer the carriers being driven off, speaking from experience of the two.

2952. You conceive the company can afford to do it cheaper than the carriers?—They certainly can.

2953. Have the Grand Junction Company altered their fares?—Their passenger-fares have been the same always, but their fares for goods they have reduced three times since their opening in 1838.

2954. Do you recollect the amount of reduction?—Their rate, on some portion of our goods, was in the first instance almost prohibitory; but the reductions since have been from 2 *l.* 10 *s.* to 1 *l.* 10 *s.* on boxes of glass.

2955. Then, practically, the company has seen the expediency of increasing its profits by an increase of business, rather than by high tolls?—There is no question that that has been the practice; and I happen to know the opinion of some of the persons connected with the Grand Junction Company, that their rates are too high for their own interests.

2956. Lord *Granville Somerset.*] Is it not the case that the Grand Junction Company charged as much as the London and Birmingham Company?—Yes, but that arose from their not wishing to have many goods at that time; if they had charged less they could have had more goods than they had locomotive power to employ.

2957. Not having the power to convey the passengers if they took also a large quantity of goods?—They had not locomotive power ready.

2958. Under those circumstances, they charged a high rate on the goods, for the purpose of preventing any glut of goods being forced upon them?—Yes.

2959. That was for the sake of furnishing more locomotive power for the conveyance of passengers?—I think it proceeded from some of their engines not proving good, and their desire to provide adequately for the conveyance of passengers.

2960. Supposing that the traffic in passengers should be such in future, that in order to provide for that, they again imposed high rates on your goods, to prevent their being carried, how do you think that would operate upon their trade?—I think we need not provide for a contingency that can never happen.

2961. You think it quite impossible there should be such a number of passengers on the Grand Junction Railway as to preclude their taking whatever goods may be brought to them?—I think with a double line of road it is possible for them to take any quantity of goods which may be sent; but, were it otherwise, they might apply to Parliament to widen their line, and lay down new rails. When I was on the committee of the London and Birmingham Railway, it was suggested that they should have four lines, but the engineers stated that two lines would carry as many goods as could be anticipated for a century.

2962. Are you aware that the London and Birmingham Company are now fully occupied on their different lines?—I have not heard that; it is quite incredible.

2963. Have you not heard that the amount of traffic is such as to interfere with the repairs?—That must proceed from the repairs, not from the traffic.

2964. Do you not think repairs must always be occasionally required?—Not to any extent, when the work is settled. I do not think there is any danger of passengers ever interfering with goods; I think that it will be quite time enough to provide for it when the case may arise.

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Mr. *Samuel Aspinwall Goddard*, called in; and Examined.

2965. *Chairman.*] IN what business are you engaged?—I am a merchant at Birmingham.

2966. You are in the habit of sending goods to Liverpool, and Manchester, and London?—To Liverpool principally; very few to Manchester or London.

2967. You send, however, enough to be acquainted with the different mode of transmission by the two railways, the one carrying itself, and the other the private carriers using it?—Yes.

2968. From your experience of that mode, do you think it best that the company should abstain from carrying itself, that the company should carry in connexion with private carriers on the line, or that the company should be exclusively carriers on their own line?—I think the mode practised by the Grand Junction Company is decidedly preferable to the other mode; but whether it would benefit the public for the common carriers to carry on the Grand Junction line, as well as the company, I do not think there has been sufficient experience yet to decide; the Grand Junction Company carry so exceedingly well at the present time, the common carriers have done very little business on that line, I believe.

2969. Are you aware of any railway on which the railway company are the sole carriers?—I am not.

2970. Mr. *Loch.*] Have you at all been able to form any opinion whether, if the railway company continue to be carriers, it would be possible for the private carriers to compete with them upon the railway?—I do not see how it is possible for them to compete with them, or how it is possible for them to carry for the advantage of the public. If they do carry, it appears to me there must be two profits: the railway company can afford to charge the public as low as they can afford to charge the carriers, for aught I see, and so the carriers' profit would be saved to the public.

2971. They make an allowance of 20 per cent. to the carrier, do they not, to enable them to enter into that competition?—Perhaps they may; but they have done so little business, or I have been so little acquainted with the business the carriers do upon the line, I cannot speak to that.

2972. You imagine no monopoly, in the event of the Grand Junction Company being the sole carriers on the line?—I think there is some danger of that; for, in the course of time, the railway company may drive the carriers from the canal; for general merchandize, and for the lighter kind of goods, not perhaps for iron, coal, &c., they will give up their business: then, when they do give it up, there may be some danger that the railway company will increase its rates upon the public. However, I should say that the fear of public opinion, and also of Parliamentary action, will prevent their raising their rates improperly.

2973. You think that there is a danger of their driving the carriers off the line, and excluding the canals?—Yes, it is possible.

2974. What would correct that, in your opinion?—As I mentioned before, the fear of action by the Legislature in regulating it, and also of public opinion; and I think that their own interests would be answered by keeping the rates low; for even were the canal competition done away, though that would increase their traffic for a time, it would not continue long were high rates demanded.

2975. Suppose the private carrier were driven off the line, would there be no danger of the railway and the canal companies entering into a combination?—Very little, I think.

2976. Would it not be for the interest of the canal and the railway companies to enter into that combination, for the sake of the proprietors of the two?—No, I do not think combining to raise the rates would benefit the parties; I think they would get greater profits by keeping the rates reasonable.

2977. Still there may be a medium price, which may be better for them than the lowest price?—Certainly; it is possible for them to put the rates lower than they could afford to carry at.

2978. Has it ever come to your knowledge that, in the case of railway companies, it has been found that by raising the rates, though to a great extent the number of passengers has been decreased, and yet the profits of the company have increased?—No, I have no particular instance in view, where by raising the

the fare of the passengers the profits have been increased; I believe the general effect of lowering the rate has, in a great many instances, been to increase the traffic; therefore I have no doubt, judging from circumstances, that there would continue habitually more traffic, and consequently greater profit.

2979. And that necessarily that increased traffic must be for the benefit of the company?—They might carry at too low a rate certainly; but it is for the interest of the company to carry at a very low point, in order, by the increased traffic, to increase the amount of their profits.

2980. If the fact referred to should have taken place in more than one railway in England, that by raising the rate they have decreased the number of passengers, and yet increased their income, what should you say?—That that needs explanation; it militates against my view certainly.

2981. In the event of the Grand Junction Company pursuing the system they have hitherto pursued of being carriers themselves, and that they should drive the carriers off the road, and that the London and Birmingham Company should adhere to their system of not being carriers, in what way would the Grand Junction Company be enabled to bring their goods from Birmingham to London?—They would bring their goods by railroad in the usual mode probably.

2982. What system would they follow?—They would make an arrangement with the London and Birmingham Company to take the goods at the point of communication probably.

2983. Supposing the London and Birmingham Company still refused to take goods, leaving their line open to private competition, what must be done?—They must make an arrangement with the private carriers on the line.

2984. Do you think the one system would work well with the other?—Not so well as it would work if the London and Birmingham Company should adopt the Grand Junction mode, but better than it would work if the Grand Junction should adopt the London and Birmingham mode.

2985. At the present moment, when you consign goods to Liverpool, you have to do with the Grand Junction Company only?—Yes.

2986. You have nothing to do with the Manchester and Liverpool Company?—No.

2987. Mr. *Easthope.*] You stated, that if it should come to your knowledge that the profit to a company had increased by the increase of the rate, that would interfere with your opinion; would it be your opinion that it was proper to sift the subject still further with a view to finding out another cause, and would you not expect, that, if instead of increasing the charge for traffic it had been decreased, the product would have been still greater?—Certainly, I should have felt it very necessary to sift the subject; it would make a very slight impression upon my mind hearing the circumstance without hearing the cause, for I should imagine there was some cause not brought into view.

2988. You believe that the good management of railway traffic, as well as of everything of that class, would lead the company to inquire and seek after the minimum rather than after the maximum?—Certainly.

2989. If you were to find any case that appeared on the first superficial view to afford a different conclusion, you would think that if sifted that would appear to the contrary?—Yes.

2990. Is that your opinion on a careful consideration of all which has come before you?—Yes, it is; not upon this precise subject, but on subjects generally.

2991. Will you state to the Committee some leading reasons why you think that the good management of a railroad is to keep the charges moderate, and to look to the minimum rather than to take advantage of any accident which may occur to raise the charges and look to the maximum, good management meaning a good management for the company, and combining a view to the advantage of the public?—The principal reason, in my opinion, would be the great increase of income which would be derived therefrom by the increased traffic, without increasing the expense of management in an equal ratio.

2992. If you were to find a set of railroad proprietors or directors who took the view of raising the traffic up to the highest point, would you not expect that the body of proprietors coming to a conclusion opposed to their management, would displace them from a consideration of their own interests, and seat another set of men who acted on another principle?—In the course of time they would;

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would; a body of proprietors perhaps would not immediately displace the directors.

2993. Do you believe that in the course of time the railway system will be so developed that it will be seen that low charges are most for the benefit of the company as well as the public?—Certainly.

2994. Would you think it more safe to leave that to the operation of public opinion than to take any legislative step with a view to attain it?—I think it would be tolerably safely left to the effect of public opinion upon it, and also the knowledge that the legislature would act on any extreme case being shown. I think that it may be left with safety. If any action of the legislature could take place in anticipation, it might prevent danger; but it is so difficult to foresee what may arise, I cannot see what beneficial action can be taken at present.

2995. Should you apprehend more of danger from any legislation on the matter until public opinion has had its fair action, than of good that is likely to result from the action of public opinion?—I should prefer leaving it to the result of the action of public opinion till further experience is obtained.

2996. Viscount *Sandon.*] What is the particular business you carry on at Birmingham?—The exportation of hardwares to the United States of America and the Canadas principally.

2997. What has been the effect to you of the opening of the railroad as to the expense of carriage?—It has been brought to a lower rate, about half, as nearly as possible, in the course of 10 years; but I should say within a few years something like 40 per cent.

2998. What are the sums you would mention; what was it before per ton?—About the years 1827 and 1828 the carriage to Liverpool was high; it was 45*s.* at that time, with some little allowance made to very large dealers.

2999. You paid that on the canal?—Yes; it was 45*s.* on general hardwares; corn was high, and the carriers increased the price from 40*s.* to 45*s.* on that account.

3000. About the time when the railroad opened what was it?—35*s.*, with some trifling allowance to very large shippers.

3001. What is it reduced to now, upon the same articles and to the same class of persons?—It is reduced from 35*s.* to 25*s.*, and from 30*s.* and 32*s.* 6*d.* to about 20*s.* and 22*s.* 6*d.* on the same class of goods. I should say the reduction is from 30*s.* to 35*s.* to 20*s.* to 25*s.*

3002. Have you employed the Grand Junction Company as carriers?—We have employed both the company and the canal carriers since the railroad was opened.

3003. You prefer the Grand Junction Company as carriers?—Decidedly.

3004. On what grounds do you prefer them?—I will state my reasons for employing the carriers at all. We have been in the habit of sending goods by the carriers, and have had personal friends engaged in the trade, and though advantages presented themselves in sending by the railroads, we did not feel inclined to take the whole of the business from our friends, who had conducted the business tolerably well, to the Grand Junction Company at once, therefore we have only taken it in part from them. The Grand Junction Company began at 40*s.* in the first instance; they gradually lowered their rates, until they found they could carry goods for 20*s.* and 25*s.*; since the Grand Junction Company opened their railway, the rate has been lowered at three periods; that has occupied considerable time, though the amount sent to the States since the railroad was opened has been small when compared to what went previously, and what would go if the times were regular, and business tolerably good; the great advantages of the railway are expedition, the certainty of delivery, and the safety also. There is considerable risk in sending goods by the canal; they are shipped and transhipped several times; there is the risk of damage on the canal, and the risk of total loss indeed on the Mersey; and at Liverpool there has been most shameful inattention, on the part of some persons, in exposing the goods on the quays on their arrival and delivery for exportation, but on the Grand Junction Railway they are kept safely under cover until applied for.

3005. Those are the advantages of the railroad as compared with the canal?—Yes, some of the advantages.

3006. Can you state the operation of the railroad company as carriers on the railway?—I have had very little experience of the private carriers on the railroad; I imagine that they must labour under considerable disadvantages

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in competing with the company on the same line, but I cannot speak decidedly to that. I should be very sorry to be in the power of a carrier monopoly; I think, for a long period, they kept the rate much higher on the canal than was necessary. It is very important to look at the trade in a public point of view; it is important to the district around Birmingham that the rate should be low. We have a large trade with America, and the expenses of the conveyance are added to the cost of our manufactures, and the duties in America are calculated upon both; the high rates of conveyance operate, therefore, against the manufacturer, the import duty in America being levied on the carriage as well as the first cost. So far as I am individually concerned, being a commission merchant, high carriage would appear to be in my favour, for I charge my commission also on the carriage, which forms part of the account. There are many articles where the charge of 2*l.* a ton, instead of 1*l.*, would altogether prevent exportation.

3007. Do you send by the railroad large quantities together, so as to fill whole waggons?—I may have done so; I should, under a prosperous state of business; but there has been great interruption to our export trade since the railroad has been opened.

3008. Have you found your separate parcels or bales distributed with accuracy and fidelity?—With great accuracy. I believe it is not the practice of the railroad company to deliver the goods, but to send notice to the consignees, who send for them; there is great advantage in the punctuality and dispatch. Formerly, if we had a quantity of goods we wished to ship by one vessel, it took a long time to send them down by the carriers; they varied in their time; sometimes they would take more time than at others, and it would be a week before we could get the goods together, and then perhaps the ship for which they were destined had sailed; but now the delivery is as regular as the delivery of letters by the Post-office.

3009. Mr. *Thornely.*] Have you found your goods delivered at a later hour in the evening from the railway, so as to facilitate their shipping, than they were delivered by canal?—Yes; I do not know that I have ever been disappointed in the delivery of goods, whether applied for in the morning or in the afternoon; I have forwarded goods from Birmingham in the morning, and shipped them in the afternoon; that would show that they were delivered at a late hour.

3010. Mr. *Easthope.*] You heard what Mr. Chance stated as to the probable profits, provided the carriers were continued on the railroad; that there must be the necessary profit of the railroad company, and the necessary profit to the carriers?—I did.

3011. Is it your opinion that the public would be benefited by having to pay only one of those profits?—Certainly.

3012. And that the company may be enabled to benefit the public by carrying themselves, rather than enabling the carriers to carry upon the railway?—I concur with him in the belief that the public must benefit by the practice of the company carrying themselves.

3013. Mr. *Loch.*] Will you state why there must be two profits in that case?—It appears to me there is no reason why the railroad company should not charge the public as low as they would charge the carriers; and the carriers must then be paid their profit besides.

3014. Do you see any reason why, in their account, they should not keep the tolls and their charge as carriers distinct?—If I carry at so much a ton upon the railroads, my actual cost of carrying, I will say, is but 5*s.* a ton, then I can afford to charge that at 5*s.* to the public, at least to the large dealers; whereas I could afford to charge no less to the carriers, and then they must have their profit.

3015. Then you suppose they make no profit whatever as a railroad company, but merely as carriers; if the account were kept fairly, would it not be this, that the railroad company, as carriers, must first of all charge themselves with the same amount of tolls the carriers charged for carrying goods along the line?—I do not see that.

3016. Then do not they go without any profit as railroad proprietors?—However low they can afford to carry, they can carry as low for me as for the carrier, and then the carrier's profit will be an extra charge to the public.

3017. Can they carry as low if they charge themselves with the total amount of toll?—Certainly; they can charge me as low as they can the carrier; if they

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can afford to carry at 5*s.* a ton, after charging the expenses, they can afford to do that as well for me as they can for the carrier.

3018. Can they do that if they charge the tolls?—I assume that they must; if the company is chargeable with the toll, they must assume that at starting.

3019. If the account is stated fairly between them and the public, must not the first charge be the amount of toll they are entitled to receive, whether acting for themselves as carriers, or the private carrier?—I do not see that; if they are allowed by their Act to charge 5*s.* toll, and can afford to carry at 4*s.*, they may, for aught I see, carry for the public at 4*s.*, while they charge carriers 5*s.* toll.

3020. Suppose the railroad company is in two capacities; first of all, that of railroad proprietors and proprietors of the line between two points, and that besides that they act in the capacity of a carrier, you are understood to say, that as carriers they can afford to carry cheaper than the private carrier, inasmuch as they have but one profit to make, and the carriers have two; do you assume that they pay themselves the toll in the same manner as the private carrier would, which they ought to do, if they do the whole business on the footing of private carriers?—I will suppose the toll is 4*s.* between Liverpool and Birmingham, and all other charges 1*s.*, including their profit; then they can afford to carry for me as well at 5*s.* as they can carry for the carrier, and consequently the carrier's profit must be an extra charge upon the public.

3021. Suppose that I am lessee of the Grand Junction Company, and that I collect the tolls, the company as carriers start, conveying with their train a load of goods; I say, give me my 4*s.*, the private carrier gives his 4*s.* also; in that case, where are the two profits?—I think the company can afford to carry for me at the 4*s.*; and if they allow out of these 4*s.* sixpence to the carrier, that shows they can afford to carry for me at 3*s.* 6*d.*, since they can carry for the carrier at 3*s.* 6*d.*

3022. Supposing then I am a lessee of the tolls of the railroad, and that the company continue carriers upon their own line, and that having let their tolls, that 4*s.* is the amount of the toll when they start with their train as carriers; I say, "Give me the 4*s.* you are bound to pay me as my toll," the carrier is bound to pay that also; is not there something further to be paid to each, out of which each is to make some profit as carriers?—It appears to me that the company have their profit out of the toll; or that, in fact, as their expenses are nearly paid by passengers, the whole toll on goods, or most of it, is profit.

3023. Lord *Granville Somerset.*] Your proposition is this, that because the railroad company has such a capital, they can afford to transact the business at a less price than the private carrier?—I cannot see any possible reason why the railroad company should not carry for me as low as they do for the private carrier.

3024. Do you not conceive that the carrier will carry for a customer on a large scale lower than for a customer on a small scale?—I was going to add, except in the difference of quantity, the carrier might send at a lower rate for a large customer.

3025. There is no carrier, probably, who does not convey more goods than any private proprietor?—Certainly.

3026. Do you conceive that, generally speaking, the carriers like large customers better than small ones?—Yes, certainly.

3027. Have you not found that the carriers will give you greater accommodation and at a cheaper rate than they do for insignificant ones?—Very likely.

3028. Does not the same principle apply to the conduct of the railroad company towards a public carrier as applies towards persons in trade depending on the largeness or smallness of their dealings?—Certainly.

3029. That perhaps conveys a different idea to your mind than when you answered the questions to the Committee upon the point of a railroad company carrying for the public carriers at a lower rate than for a private customer?—The railroad company would prefer large customers; the question would arise whether it was more expensive for the railroad company to collect the goods than for the private carriers to collect the goods; and as the former have to keep up all the requisite machinery, besides carts and waggons for collecting, whether they collect all or part of the goods, it appears to me they can collect cheaper

cheaper than carriers who have additional and separate establishments to support.

3030. Do you think that, generally speaking, large carriers can transact that kind of business better than companies with other concerns to attend to?—Better, certainly; there is no doubt that great public benefit has been derived in the conduct of the carrying business between Birmingham and Liverpool.

3031. Your proposition is, that the establishment of the Grand Junction Railroad Company has been most important to the speedy and safe conveyance from Birmingham to Liverpool, by instituting a rival conveyance to that formerly instituted?—Yes.

3032. The question now is between the monopoly of the railroad company as a carrier on the railroad line, and the carrying trade being divided between the railway company and many other carriers, or between many other carriers as exclusive of the railroad company?—I certainly am not favourable to a monopoly of the railroad company upon their own line; I should wish to see the common carriers also competing on the same line; if it be possible to place them on it, I do not wish to see them excluded.

3033. The same principles which induce you to support the advantage of the competition between the railroad and the canal induce you to support the advantage of the competition between the private carriers on the line and the railroad?—Certainly.

3034. Have you turned your attention to the possibility of private carriers on railroads competing with a public company on their own railroad?—Yes; I think that by the common carriers establishing themselves upon the line, and having at all times the privilege of carrying goods at the rate of toll fixed by Act of Parliament, the railroad proprietors would be prevented from raising the rates improperly after they see that competition may be done away with. I can conceive it possible, that if the railroad managers have the monopoly upon their railroad, they may, at some future day, raise the price improperly; but if the common carriers are allowed to carry at a certain fixed rate, it would be beneficial to the public to allow them to run upon the road, and to prevent this undue rise in future time.

3035. Suppose it were made plain to you that the existence of the railroad company as carriers was incompatible with the private carriers carrying on trade upon that railroad, would you or not prefer that the railroad company should continue as carriers to the exclusion of all other parties or not?—That they should continue, and that the private carriers should be excluded.

3036. Upon the whole you think that the public would be more benefited by the railroad company monopolizing the carrying trade than by excluding the railroad company, and allowing private carriers to any extent to carry along the line?—I do, if the one or the other must have the traffic altogether; the question supposes that it is incompatible with the existence of the railway company as carriers that the private carriers should carry, and of the two I should prefer monopoly by the company.

3037. Suppose you were obliged to sacrifice the private carriers or the company as carriers, which would you continue?—I think the public would be benefited by giving up the private carriers and accepting of the services of the company.

3038. The question, you understand, refers to the exclusion of the company acting as carriers?—I answer, from my experience, that I should prefer a monopoly of the railway company. I do not know whether that would be consistent with my general view of competition; perhaps my answer is a good deal dictated by my experience in this matter. I know the canal carriers kept up the rates very high for a series of years, and pretended that they were getting a very low profit indeed, even when freights were 45*s.*, and now they have lowered the price something like 40 per cent.; therefore we experienced so little benefit from competition, and were so much disadvantaged by the canal carriers' monopoly, I am inclined at the first blush to prefer the railroad company monopoly, to the monopoly of the carriage on the railroad by common carriers.

3039. The canal companies were never carriers themselves?—No, they were not, but the canals were open to competition amongst the carriers; the latter, however, had generally to contend against high tolls until the railroads were opened.

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3040. There were various charges by the carriers, employing the canal, who were employed by you?—Yes.

3041. The carriers, although there was a competition among them in the carrying trade, kept up the rates of carriage so high as to produce the effect of monopoly, though there was not one?—Yes.

3042. You imagine the same thing might happen now upon the railroad, if the railroad company did not enter into competition with them as carriers?—Yes.

3043. Viscount *Sandon.*] Did you experience exactly the same thing with regard to canals which is contemplated with regard to the railroad?—Yes.

3044. *Chairman.*] You have complained of the carelessness of the carriers by the canal?—I have complained that goods have been very much exposed on the quays at Liverpool. I would not say anything against the canal carriers; they have, in general, done the business very well.

3045. You say you have experienced great convenience from the railway companies being carriers?—Yes.

3046. Would you think it expedient that the canal companies should become carriers on their own canal?—I have never thought on that point.

3047. Do you think they could carry cheaper than the private carriers on their canal?—If they had funds to devote to that object, I should suppose they could.

3048. You consider that you will pay two profits when you send by canal, a profit to the canal and a profit to the carrier?—Yes.

3049. And that you would pay but one profit if the canal company carried themselves?—I should pay but one profit, certainly; but then the charge might equal nearly the present rate. The profits on the canals are placed in a different position from those on the railroads. I consider that the railroad companies get their principal profit out of passengers, and that they can afford to carry goods at a much lower rate than if they were confined to merchandize; the canals have not that advantage, they cannot reap a profit from passengers; they cannot, therefore, carry for the bare cost of transportation.

3050. Do the railway companies carry passengers in the same train they convey the goods?—No; but their establishments are more or less applicable to both.

3051. Then, if they keep their accounts properly, they must charge themselves separately for the carriage of goods from that charge made for passengers?—I do not consider it in that light. I consider that if they make a good profit by carrying passengers, all the rest is extra; and that therefore they can be satisfied with a much smaller profit on their goods business, than if all their revenue were to be derived from goods.

3052. Mr. *Loch.*] You say the monopoly of the canals was most grievous?—That it was most injurious to trade.

3053. And that the charges were excessive?—They were high; I consider, when compared with the present, they were excessive.

3054. That existed for a great many years?—Yes.

3055. Perhaps nearly half a century?—I cannot go back so far as that.

3056. Twenty-five years?—Twenty years; I can recollect for that period.

3057. Suppose you place a railway company in the same situation as to the carriage of goods on the line as the canal companies enjoyed in previous years, they will then enjoy the same means of oppression as the canals were possessed of previously?—I am not prepared to answer the question; they probably would were the canals entirely closed.

3058. Viscount *Sandon.*] There will always be the check of the canal, will there not, to keep the railroad from going to any excess?—I doubt that with light goods; there will be with heavy goods; and it is for that reason that I should wish to see the element of competition introduced upon the railroad, if it be possible. If the canal carriers give up their conveyances for light goods, it would take some time for them to prepare to re-commence the business, even should the railway charges induce the public to require it.

3059. At the same time, the railroad can never bring up its charges, even for light goods, to the extent they were before the existence of the railroad?—I do not think there is the least possibility of it.

3060. The worst that can happen is, that the charge should be as high as it was before?—Yes; but there is no possible danger of that occurring. There is

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one difficulty I see from their becoming the sole carriers; the road may get out of repair, and the transit be impeded; and then, if the canal carriers are driven from the canal, there will be a difficulty in forwarding goods until these repairs are completed; how far that is likely to happen I cannot say.

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3061. You will in that case have only the same obstructions that you had before in respect of the canals?—Yes; I do not anticipate greater obstructions.

3062. You will have two strings to your bow; you will have the canal to fall back on?—No; if the carriers are put down on the canals, we shall lose the advantage of the canals to fall back upon on sudden emergencies.

3063. A large company carrying an immense quantity of goods can afford to do that cheaper also than a small company?—Yes.

3064. Therefore the company would have the advantage of a large capital and large transactions to enable them to compete with private carriers?—Yes.

3065. And to enable them to carry at a lower rate?—Yes.

3066. Upon the whole you are clearly of opinion that if you must lose the company as carriers, or the private carriers, you would rather lose the private carriers?—Yes; but I should prefer to have competition.

3067. Mr. *Easthope.*] You state that the establishment on railways required for their traffic, being also applicable for the goods, they incur by the conveyance of goods a smaller additional expense?—The principal outlay in a railway is in laying the road, and getting up the machinery for effecting the conveyance of passengers; when that is done the expense is not very much increased by carrying goods; they have merely to find carriages and increased power.

3068. That would have to be provided whether the carriers conveyed the goods, or they conveyed them themselves?—Yes.

3069. Do you imagine the establishment of the railroad company is increased much in expense by the conveyance of goods?—Not very much.

3070. Is it your opinion, that if the carrier conveys on the railroad he requires an additional outlay beyond that required by the railroad company?—If the railroad company convey for the carriers they require nearly the same establishments, except waggons and horses at the places of collection, as if they carried for private individuals. They must have warehouses, clerks, &c., the same as though they carried for private individuals.

3071. If the carrier carried on the railroad, there is, besides the railway establishment, the carriers' establishment in addition?—Yes.

3071*. And that is the reason why you conceive the public would be benefited by the railroad company being the carriers?—It appears to me there would be a great saving of expense, and therefore that they could carry cheaper for the public than the private carrier could afford to do.

Jovis, 26° *die Martii*, 1840.

MEMBERS PRESENT.

Mr. Easthope.	Viscount Sandon.
Mr. Freshfield.	Mr. Thornely.
Sir John Guest.	Lord Seymour.
Mr. Loch.	

LORD SEYMOUR IN THE CHAIR.

Henry Van Wart, Esq. called in; and Examined.

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3072. Viscount *Sandon.*] You are a merchant or manufacturer, at Birmingham?—A merchant.

3073. Have you had dealings with the Grand Junction Railway Company, as carriers?—I have, ever since the company commenced carrying.

3074. To any extent?—Yes, to a considerable extent; I cannot tell the amount exactly.

3075. Have you been satisfied with their conduct as carriers?—Perfectly.

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3076. Have you had any case of damage on the goods carried by them?—I have.

3077. In what way have they dealt with those cases?—They paid the amount of loss without any hesitation; two trains came into collision, and we had a considerable quantity of goods that were very much injured; the company asked us to take the goods back, and make the most of them for their benefit, and paid the loss without any hesitation.

3078. Was the loss considerable?—I do not recollect precisely; I think it was about 100*l.*

3079. Had you ever had dealings with other carriers before?—Yes, many years.

3080. Did you find them as easy to deal with in cases of damage?—No, much more difficult; but, generally, we have succeeded in recovering losses of that kind, where it was clearly made out that it was owing to the inattention or neglect of the carriers' servants.

3081. Should you be desirous of preventing railroad companies from carrying directly, as carriers for merchants or manufactures?—I should not.

3082. You would expect it would be attended with loss?—I think it would be a decided disadvantage to the public.

3083. You do not think the competition from the intervention of such carriers, of such value, that if it were necessary to dispense with one or the other you would rather sacrifice the company as carriers?—I should be very unwilling to have the interests of the common carriers sacrificed. I think it would be advisable, if it could be arranged, that the railway should be opened to the common carriers as well as to the railway companies themselves; but if it is necessary to have a monopoly of one or the other, I can only say the railway company ought to have it; that the interests of the public would not be involved by the railway companies having the monopoly, because I think the canals and the carriers upon them would always keep them in tolerably good order. I do not think that they would be able, if even they were disposed, to increase their rates of charge materially; and on the other hand I should feel if the monopoly was given to the canal carriers, and the railroad company was not permitted to have dealings directly with the manufacturers and merchants, there would be a monopoly got up between the carriers and the canals; that they would raise the rates, I fear, upon the railroad to such an extent as to enable them to make their usual profit upon the canals, which they cannot now do.

3084. You had not very great advantage from competition on the canals when the canals only existed?—No, not to any extent; there was the usual monopoly of the carriers; occasionally they would combine for the purpose of raising their rates, but those combinations seldom continue long; there was always somebody giving way under the rose, to get the best accounts, but the rates have always been considerably higher than they are now by railway.

3085. Should you apprehend that the rate of carriage would be cheaper or otherwise, if the railway company themselves could not carry, but were to leave the price to be charged to the carriers?—I think it would be higher, certainly.

3086. Which party do you think has the power of carrying cheapest, the company or the carriers?—The company have the power of carrying cheapest, I conceive.

3087. For what reason?—Because they might be satisfied with one profit; whereas, if a third party is employed between the sender of the goods and the railroad, he must be provided for also. In fact, it appears to me that the railroad company would always be able to carry at a less expense than the carriers, having only one establishment; whereas, should the carriers have a monopoly, there would be some ten, or twelve, or perhaps twenty, each of which would have an establishment of his own to maintain—horses and clerks and waggons, and everything of that kind.

3088. You conceive that the great establishment which the company is obliged to maintain for its other purposes will enable it to do the goods business cheaper than parties who have to maintain an establishment separately and solely for that purpose?—I do.

3089. You spoke of the advantage of the non-intervention of third parties in the case of the company themselves being carriers, but if the company is to make a profit as a carrier, is it not in that respect to a certain extent like another

ther carrier, compelled to make a profit on that particular branch of trade?— No doubt.

3090. So far as that goes, the company is as a carrier, like the common carrier, called upon to make a distinct profit on the carrying trade?—I conceive so.

3091. Only you conceive that it can carry on that trade cheaper on account of its great establishment, which can be easily applied to a certain extension of business of a similar kind?—Yes, just so.

3092. Therefore, in fact, the competition of the railway company must tend constantly rather to keep down the price charged by the carriers than otherwise?—I think so.

3093. If the principle of preserving the necessity of competition upon the line in the carriage of goods should be thought so valuable, why is it not extended also to the carriage of passengers?—I think that the claim to an exclusive right of carrying passengers on the railway on the part of the old coach proprietors, is at least as strong as that of the carriers to have the privilege of carrying the goods. In that case they would make the railroad proprietors merely receivers of the tolls.

3094. Would it not seem to be only the carrying out of the principle that third parties should be considered in the trade, that the old coach proprietors should have the exclusive right of collecting passengers and their baggage, bringing them to the railroad, and carrying them and distributing them afterwards to the various places to which they might require to go from the terminus?—Yes, the principle is just the same, I think; I do not see any difference.

3095. On the whole, you are decidedly of opinion, not only that very general advantages have been derived by the trade of the part of the country with which you are connected, from opening the railroad, but that you have derived advantages from the carrying of the company on that line?—I think the advantages to the trade by the establishment of railways, have been manifest from the commencement. It is a very great convenience. The business of the carrying department has, I think, been extremely well done. We have never had any cause of complaint, excepting in one or two instances in the earlier part of the business; and then, on enquiry, the fault was traced to the Wapping station at Liverpool, which is under the control exclusively of the Manchester and Liverpool Railway Company. I believe the Grand Junction Company are not allowed to interfere at all; they merely send the goods to that station, and when there has been an irregularity, it has been owing to a want of care in sending notice of arrival to our shipping agent at Liverpool. We frequently send off goods one evening and have them shipped the next morning at Liverpool, which is a very great convenience. It is a saving of time, and also there is a great saving in the expense; there is a great deal less risk of pilferage, which has often happened on the canal to a very considerable extent.

3096. Mr. *Thornely*.] Have you ever known any pilferage on the railway?—Never; but we have suffered considerably from pilferage on the canal.

3097. Viscount *Sandon*.] Have you had any dealings with the London and Birmingham Railway?—Some; but our goods are principally shipped at Liverpool.

3098. Which system do you prefer, that of the company being carriers, or that of private carriers conveying goods?—I should prefer that of the company, because it is the cheapest. The business we have done on the London and Birmingham Railway has been extremely well done, but we pay too much for it.

3099. You do not conceive that the abstinence of the London and Birmingham Railway Company from acting as carriers has had the effect of cheapening the carriage to the public?—Not to the extent it ought to have done, or which it can do if they become their own carriers.

3100. You would prefer that the London and Birmingham Company should become their own carriers on their own line?—I think the advantage of the public would be very much promoted by it.

3101. You look forward to that as leading to increased cheapness on the line?—Certainly.

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3102. Mr. *Loch.*] You stated that the advantages from the opening of the railway had been very considerable to the trade of Birmingham?—That is the fact.

3103. It has had the effect of lowering the charges on the canal considerably?—It has.

3104. You stated also that in your opinion, if the question was put whether the railroad company should cease to be carriers, or the private carriers should cease to carry, you would rather prefer the latter than the former?—Yes.

3105. But that upon the whole you would prefer that, if it were possible in the nature of things, they both should exist as carriers on the same line?—Certainly; I should be very sorry to see the old carriers thrown out, if it was possible to protect them consistently with the public interests.

3106. Does that arise merely from your sympathy for the private carriers, or a regard to the public advantage?—Entirely from sympathy with those men who have served us very faithfully for a number of years, and I should be desirous they should be protected.

3107. You give that opinion without any reference to the question, whether their being carriers would tend to give the public the advantage of the carriage lower than if they were taken off the line?—I think that if they are allowed to have the monopoly of the carriage upon the line, they will prevent the charge for carriage going so low as it might.

3108. The question is put on the supposition of the railroad company and the private carriers both remaining on the line; is that likely to keep the prices lower to the public than if the railway company were to be carriers alone?—I do not think it would.

3109. What check would there be upon the railroad carriers raising their prices after competition had ceased?—I think the carriers on the canal will be always a sufficient check on the railway company to keep them in order.

3110. What sort of goods do you generally send to Liverpool?—Every species of goods made of metal.

3111. In sending goods of that sort to Liverpool, it is important that you should deliver them as quickly as possible, and as accurately as possible, is it not?—Sometimes it is not important that they should be delivered within a certain time, and we continue to send such goods by canal whenever they will take them at the same price as they do by railway.

3112. The conveyance by the canal is more slow and circuitous?—Yes.

3113. It would be some time before competition on the part of the canal could affect the railroad prices?—I do not think that, for this reason; that in the course of executing orders it takes frequently five, six, to eight weeks, sometimes even more, to execute a general order for hardware; some of those goods come in, perhaps, in two or three days; we pack them as they come in, and forward them as they are ready, to our agents at Liverpool; there is a considerable portion of the order complete before we make the shipment; therefore, for the bulk of the goods we send forward, it is not so important to have them the next day, or even in two or three days; but when we come to closing an order, then it is very important that they should be sent down promptly and rapidly.

3114. In your opinion, the interests of the public would be sufficiently protected from a monopoly price on the part of the railway company, as carriers, by the possible competition of the canals, without maintaining the common carrier on the line of the railroad?—Yes.

3115. It is your opinion that the railroad company could carry more cheaply on the railroad than the private carriers can?—Yes.

3116. If you were to be told that it has appeared in evidence, that, by an arrangement made between the Grand Junction Company and one of the carriers on their line, it was stipulated that the private carrier should not carry for a less rate than the company can carry, how should you suppose it was necessary for the company to make such a stipulation, if they can carry more cheaply than the private carrier?—I never heard of such a stipulation being made, but I can easily conceive the reason why it was done; and I conceive the railroad proprietors would be very injudicious in allowing a common carrier to carry at a less rate than they would themselves; because, although I am aware they charge those carriers the same rate they charge me, yet they allow him a considerable discount from the price, I think 20 per cent. to enable them to collect

collect and send the goods by railway. Now it would seem very right that they should not allow this carrier to come to a person, and say, "I will carry for half-a-crown per ton less than the railroad company, if you will give me your freight."

3117. If the railroad company should think it necessary to enter into a stipulation of that sort with a private carrier, to prevent his doing that for his own advantage, what would prevent the directors, in doing their proper duty towards the proprietors, from raising the price on the goods as much as they could after the competition had ceased?—I think their own interest would prevent their doing that. If they were to attempt it, I think the public feeling would be aroused, and that their interest would suffer materially; that persons would send their goods by canal, even at a little higher rate than they could send them by railway. The canal proprietors are very much alive to their own interests, and they would enable the carriers, I think, always to compete with the railroad, by reducing their rates of tolls.

3118. Is it not as likely that the canal proprietors and the railroad proprietors might both combine against the public?—Such a thing is possible, but I do not think it is very likely to happen.

3119. Supposing such an event possible, would not the existence of private carriers on the line of railroad be a check on combination between the two?—I do not see how that would affect the question at all.

3120. Would not the carriers be a third party who could carry cheaper than either?—I suppose the railroad company would take measures to prevent that; that they would not suffer any third party to do business upon their line at a lower rate than they charged themselves.

3121. Viscount *Sandon*.] They could impose a higher toll?—Yes, or they might withdraw the discount. I do not see myself, I must confess, and I have told some of the gentlemen connected with the railroad so, I do not see at all why they should not allow that discount to me as well as to the carrier; I shall claim it; if they can afford to give him 20 per cent. I shall claim to be put on the same footing as any other party.

3122. You suppose that they are still paid, while they make the carriers an allowance of 20 per cent. discount?—I presume so.

3123. Then you argue, why should not the company carry universally at the same price as they receive of the carriers?—Yes, less the cost of the collecting of the goods, which amounts to from 2 *s.* to 2 *s.* 6 *d.* per ton, which the carrier now does.

3124. Mr. *Loch*.] Is it your opinion that a great company are enabled to trade as economically as a private individual?—As a private individual I think not; but I think they may trade more cheaply than a number of individuals who have each their own establishments to provide for out of the same amount of traffic.

3125. Do you think that the East India Company could trade more cheaply than all the merchants of London and Liverpool, having counting houses in those places?—I think they could with prudent management.

3126. Would that prudent management be as likely to prevail with the company as with a private merchant?—I do not think it would with the East India Company; I think they are so magnificent it would be difficult to teach them economy.

3127. Is there power in any company to conduct their concerns so economically as a private individual would conduct his?—No; I think a private individual would always beat them.

3128. Viscount *Sandon*.] Has not the railroad company performed the business of carrying the parcels brought to them?—Yes.

3129. That is a business perfectly within their object?—I should think so.

3130. Mr. *Easthope*.] With reference to the East India Company it occurs to you probably that they have the broad sea to navigate as well as the private trader, that the private trader has the same broad sea to navigate as the company?—Yes.

3131. Do you not draw a distinction in that respect, because, in the case referred to, there is only the narrow railway to pass over?—Yes; in answering that question I took the whole way of business of the company and of individuals in view.

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3132. You did not mean to be understood that individual management is not more frugal, as a general principle, than a company's management?—I mean to be understood to say that it is.

3133. Are you to be understood that, in the present case, you give the preference to the company's management, because the individual management is an increase of charge upon that which is essential to the company's management?—Precisely.

3134. You would not wish to be understood as stating that the goods traffic, and the passenger traffic, rendered the case of the coach proprietor just precisely parallel to that of the goods carrier?—I think they have just as good a claim to the exclusive right of carrying passengers on the railway as the carriers of carrying goods.

3135. Does not it occur to you that there is this distinction, that the passenger goes with his money in his pocket, commences his connexion with the railway company at one end and terminates it at the other, whereas the goods must be collected and delivered at the termination; does not that point out to you some distinction between the coach proprietor and the goods carrier?—I do not see that there is any great distinction.

3136. Mr. *Loch.*] Does not the safety of the passengers make it more necessary that the company should have the exclusive opportunity of carrying them?—The company, I apprehend, must always have the exclusive monopoly of the management of the railway, the locomotive power.

3137. Mr. *Easthope.*] Are you to be understood to say that the carrier, in your opinion, would not have the same motive for enlarging the traffic upon the railway, as the proprietors of the railroad?—I do not think he would have the same motive for increasing the business of the railway, on account of his connection with the canals.

3138. Are you to be understood to say that because he would not have the same motive for increasing the prosperity of the railway, and enlarging its traffic, therefore the carrier is not so safe to be entrusted with monopoly, if monopoly must be given to one party or the other, as the company?—I think not; I think they would, like other men, be governed, not by what they might consider the interests of the railway or the canal, but entirely by a regard to their own interests; they would carry in the way by which they could make the most money.

3139. You consider that the stipulation made with the carrier that he should not carry below the rates fixed by the railroad proprietors, is in order that there may not be a confusion; that he should not divide the allowance given him by the company, and thereby advance himself unfairly with reference to his competitors?—Yes, and with reference to the railroad itself, the railroad company being carriers.

3140. If you ascertained that the railroad company had stipulated with the carriers that they should not carry at a less rate than was fixed by the railroad company towards the public, should you expect that that arose from a wish on the part of the railroad proprietors that the carrying should be fair in respect to the proprietors; that they intended to guard against the contingency of the carrier giving his customers a portion of the advantage he received?—Yes, I, as a merchant, in no way personally interested in this railway, think it perfectly right they should make that a condition of the allowance of the discount.

3141. Mr. *Loch.*] Would it have come to the same thing in your mind if that allowance of 20 per cent. had not been given, and the carrier should be permitted to carry for what he pleased?—The carrier could have no motive; he must inevitably carry on any business he had on the railroad in that case at a loss.

3142. Viscount *Sandon.*] Is there anything which compels the railroad company to make an allowance to the carriers?—No, I should think not; I believe the Act only stipulates the maximum amount of toll that the company shall be allowed to charge, and I presume that any of those carriers may, if they desire it, establish their own carriages on the railway, paying the toll required by the company.

3143. Is not this stipulation necessary also to prevent all sorts of unequal charges being made by the carriers to different parties, for the purpose of paying themselves?—I should think so.

3144. The

3144. The discount allowed by the railroad company to the other carriers being entirely voluntary on their part, and for the benefit of the carriers, is it not quite right that the company should take care that this discount should not be used as a weapon against themselves?—Yes, and no doubt it would be, but for that stipulation.

3145. Mr. *Loch.*] You have said that you thought you should be entitled to the same rate of discount for the goods you send by the railroad company, as carriers, as the carriers themselves receive; do you not think there is this distinction between the carriers and yourself, that they are in the habit of bringing a certain quantity of business to the railroad company daily, whereas your business would be less steady, less regular, sometimes in a larger amount, and sometimes in a smaller, and that therefore what was right in one case was not applicable in another?—I do not think that, because the quantity of goods actually forwarded would not be increased or diminished by the interference of a third party; I think they would still go by railroad; if they did not receive them from the carriers they would receive them from me and others.

3146. Still the carriers bring them in quantities which enable them to be carried at a less expense to the company than if they came in in driblets?—No, I do not think the difference of expense would be material; it would not amount to half-a-crown a ton.

3147. You still think you are entitled to the same allowance as the carriers?—I think I am entitled to it, and I fully intend to claim it; whether I shall get it I cannot tell.

3148. Mr. *Thornely.*] There are three arrangements for carrying goods on the three principal lines of railroad. On the Liverpool and Manchester Railway, the company are the sole carriers. On the Grand Junction Railway, the company are carriers, but admit other carriers on the line. On the London and Birmingham Railway the company do not carry, but the carriers do the whole of the work, which in your opinion, for the sake of the public, and not overlooking the interests of the proprietors, is the most desirable of the three?—Feeling, as I certainly do, a very considerable sympathy for the old carriers, I cannot for the life of me understand the value of a third party being called in at all; I do not see that the business of the country would be better done, and therefore the additional expense appears to me so much money thrown away; I think those companies, any of them, can do the business quite as well as if it were divided into 10 or 20 different channels, each one of which must cause to the public extra expense, and such expense must be a loss to the public or the railway company.

3149. If it was not for the sympathy you feel for the old carriers, you think the company would do the business much better than by the railway company and the carriers on the line?—I think they do it quite as well; I do not know that it would be better done, for the old carriers being accustomed to the business for many years, would probably do it as well as the company.

3150. Do not the carriers send to the warehouses of the merchants in Birmingham, to collect the goods to be conveyed to Liverpool?—Always.

3151. Do the company send for the goods?—They send in the same way or the goods.

3152. Have you the same facility with the company as you would have with the carriers?—Yes.

3153. Viscount *Sandon.*] You think the carriers can be fostered only by a discount, which the public you think otherwise might derive?—Yes.

3154. Therefore the natural consequence of keeping the carriers alive upon the road, must be the preventing the company carrying at lower rates?—Certainly; they allow 20 per cent. to the carriers, which I think the public ought to have.

3155. Mr. *Easthope.*] Are you to be understood that if the railroad directors did not stipulate with the carriers that they should charge the same as the published rates, they would neglect their duty even to the carriers themselves?—No, I do not mean to state that.

3156. Do not you think that if the railroad directors did not make that stipulation, one carrier more energetic and more determined to obtain trade than another, would divide that 20 per cent. with some of his customers, and by that means get some trade from his competitors?—I think that very likely to happen to some extent.

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3157. Is not that of itself quite a sufficient justification of the stipulation?—I think so; it is altogether a very proper stipulation to make, in my opinion.

3158. If it was not made would you think that the railroad directors neglected their duty towards the carriers themselves?—Yes, I think it is not only for the interests of the railroad company, but for the interests of the carriers who do business on that line.

3159. Sir *John Guest.*] Is any part of that 20 per cent. given by the carrier to his customer, by way of discount?—I cannot say; that would not come to my knowledge if it happened, for our goods all go through the company as carriers. I may mention that some time ago our old carrier on the canal was anxious to have the conveyance of our goods on the railway, and he called upon me one day and stated that it was now arranged between him and Mr. Eborall that it would be just the same to the company whether we delivered the goods to him or sent them by the company's waggons: I said, very well, if that is the understanding we shall be very glad to send them by you, Mr. Sturland; we sent a load by him; this brought up the clerk of the company next morning to know the reason; I told him, and it appeared that Mr. Sturland had not had a proper understanding with Mr. Eborall on the subject, he had misunderstood him; from that time we have continued to forward by the company.

3160. *Chairman.*] You send metal goods from Birmingham to London?—We have done so.

3161. Were you in the habit of doing so before the railroad existed?—We were.

3162. Did you send them then by canal or by waggon?—By both.

3163. Do you send any by waggon now?—We do not.

3164. Do you know whether there is a waggon now to London?—I do not.

3165. Sir *John Guest.*] Was there any combination among the carriers on the canal to keep up the charges before the railroad was opened?—Frequently.

3166. Was there any competition in the carriage of goods?—Yes, there was a very sharp competition among the carriers, though they frequently did combine for the purpose of charging the same rate, and a high one; it was frequently the case that advantages would be offered to large dealers.

3167. Supposing that the company were not carriers, and it was left to the carriers, do you think there would be danger of combination?—I think there would.

3168. Mr. *Loch.*] Do you think a combination of that sort has tended to increase the expense of carrying goods by railway between London and Birmingham, which comparatively exceeds the expense of carrying by railway between Birmingham and Liverpool?—I think that is one of the reasons.

3169. In the first place that the charge by the carriers to the public is greater than that of the company, and that they unite with each other to keep the charges up?—I do not know that that is the case, but I imagine it is.

3170. Has the greater expense of sending goods by railroad to London kept more trade upon the canal than continues downwards?—I should think that would be the natural effect of it; but to what extent it has operated I do not know.

3171. The expense of sending goods by canal has been very much diminished since the railroad was finished, has it not?—I believe it has.

3172. Sir *John Guest.*] On the present system, between Birmingham and Liverpool, the company obliging the carriers to charge at the same rate as themselves, do you conceive there is any effect of competition to the public?—No, I do not think there is.

3173. In consequence of that understanding that the carriers must charge the same as the company do themselves, competition is prevented?—They put it out of the power of the carriers to make a difference.

3174. It is then, in effect, a close monopoly now?—Yes; but we still send a considerable portion of our goods by canal, at the same rate of charge which we pay the railroad company.

3175. The competition is not between the carriers on the road, but between the canal and the railroad?—Yes; and that is the only competition which can exist.

3176. That competition exists between London and Birmingham?—Yes, no doubt it does; but then the competition between the London and Birmingham Railroad and the canal is not by any means what, in my opinion, it would be if a monopoly

a monopoly had not been given to those who carry by the canals, and carry also by the railroads; if they were a distinct race of men, and the carriers by railway were absolutely forbidden to carry by canal, the competition would bring down the price directly.

3177. Could two or three carriers have a monopoly on the railroad or canal at present?—No.

3178. Are you aware that those carriers keep their own establishments at each end of the line?—They have their establishments already; those same persons probably attend to the goods they send by the Grand Junction Railway Company.

3179. Do you apprehend that operates as a monopoly against the carriers who have not a sufficient quantity of goods to make it worth their while to keep up an establishment capable of competing with the larger carriers, who have those establishments at each end?—Such a man would not carry on his business with the same advantage, certainly; if he is obliged to keep up an establishment for a very small business, that will bear very heavily on his charge.

3180. Mr. *Loch.*] There is nothing to prevent a new carrier setting up between London and Birmingham?—Not that I am aware.

3181. Then is it probable that more than the average rate of profit on the capital employed is received by the carrier between those two places?—If it became evident that it was a very profitable business, it would excite further competition no doubt.

3182. Would a person have a great difficulty in establishing a trade of that sort, and forming the necessary connections?—I should think he would have very considerable difficulties to encounter, from the trade being well served now: it would take him a very long time to get a considerable amount of business, unless he would give up a part of his profit.

3183. You state that the preventive of unnecessarily raising the rates of carriage, supposing the company to be the sole carrier on its own line, would be the effect of public opinion?—I think that would be one check upon them, but I think that the canals would be a still greater check.

3184. Did not the canal companies continue to charge too high long after the public thought they charged too high?—Yes, but then there were no railways to compete with them; I think that the canals afford the best check against exorbitant rates on the railway.

3185. *Chairman.*] You say that you have not sent goods from Birmingham to London by waggon since the railway commenced?—I have not.

3186. Are you aware whether there are any coaches from Birmingham to London now?—I believe there are one or two through Oxford.

3187. The stage-coach proprietors are not completely deprived of their business then?—I am not certain whether they have any left, but if there are one or two they have not yet been entirely deprived.

3188. You send metal goods to Liverpool?—Yes, in great quantities.

3189. You sent them before the railway was established?—Yes.

3190. Did you send them all by canal, or some by canal and some by land carriage?—Always by canal.

3191. Can you send them cheaper now, since the railway was established, than before?—Considerably.

3192. So far the railway has been of great benefit to you?—Yes, I think it has been of great benefit to the public; I do not think it has been of great benefit to me, for my warehouse is situate on the canal, and I have been in the habit of having my goods lifted out from my warehouse into the boats, and have obtained an allowance of 2 *s.* 6 *d.* a ton from the carriers, so that I am losing about 400 *l.* a year upon that; but I think that my loss will be made up by the increase of business, for we have a very sharp competition abroad, and the charges on the goods increased the price to such a degree, that we found our customers were being supplied from Holland and Germany at so low a rate our orders were diminishing.

3193. Viscount *Sandon.*] The duties *ad valorem* are charged on your expenses as well as on the price of your goods?—Yes, they are.

3194. *Chairman.*] If the railway directors were to raise their prices so as to make you pay the same amount as you paid before for sending to Liverpool, you would still employ them as the means of conveyance?—We should. It

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happens occasionally that it is important we should have goods packed to-day shipped to-morrow at Liverpool; in that case we should send by railroad, whatever they charged.

3195. They might in that case derive a larger profit on your goods?—They might on those particular goods, but they would not in the long run, for we should not send by any means the same quantity of goods by them if they charged an exorbitant rate.

3196. You stated that you should be sorry to see the carriers driven off the railroad?—I should; I should be very glad to see some arrangement made, if it could be made consistently with the public interests, to enable the old carriers to do a part of the business on the railroad.

3197. Do you see any possibility of making any such arrangement?—I have not thought sufficiently to make up my mind on such a point; but I can imagine it might be done.

3198. You have said that you think the carriers have no more reason to complain than the stage-coach proprietors have?—I think if they have a claim to the exclusive right of carrying goods on the railway, the stage-coach proprietors have an equally good claim to the right of carrying passengers.

3199. As the stage-coach proprietors have merely lost their business, do you think the public have suffered?—No, I think the public have greatly benefited.

3200. Then why should you be afraid the public would suffer by the carriers losing their business?—I do not think the public interest would suffer if the railroad company were the exclusive carriers on their own line; I think, on the contrary, that as they now allow the carriers 20 per cent. discount on the charge they make to me, if the carriers are entirely shut out from carrying, and it becomes a monopoly, the railroad company ought to make me the same allowance, less about 2 *s.* to 2 *s.* 6 *d.* a ton, which is the cost of conveying the goods from my warehouse to the railway.

3201. Mr. *Loch.*] You state that the real check on the railroad company, in case they were carriers themselves, charging too high to the public, is the competition of the canals?—Yes.

3202. How would that observation apply where there are no canals?—My answers have been with reference to the railroad company competing with the canals; I do not know how it would operate where railroads have no canals to compete with them.

3203. In that case you would think that throwing the whole carriage into hands of the railroad companies would be more serious to the public?—I think the railroad proprietors will always find it the true interest of their proprietary to carry at the most moderate rate.

3204. *Chairman.*] As far as respects the carriage of passengers, there is no competition with the canals?—No.

3205. You say you see no reason for making a difference between the carriage of passengers and the carriage of goods?—I do not.

3206. Therefore you would see no reason for fearing the effect of monopoly with respect to the carriage of goods?—No, I do not.

3207. Mr. *Loch.*] Have you heard of any instance of a railway company who have felt it their interest to raise the charge for the passengers as they increase their income, while they decreased the number of passengers?—I am not aware of such a case.

3208. There the interests of the company and the interests of the public are at variance?—Yes; such a case might occur; but I conceive if any of those railroads were to raise their price for the carriage of passengers exorbitantly, it would lead to the re-establishment of coaches, or the making of a competing railway.

3209. You admit that it is possible to raise the price to the public and diminish the number of passengers, and yet to make a better income?—Yes, I think that is possible, certainly.

3210. Mr. *Easthope.*] If they diminish the number of passengers by increasing the price, it would be a question of how much they diminished the number before you could ascertain that they had made a better income?—Yes, but unless they charged an exorbitant price, I do not think it would much affect the quantity of travelling.

3211. With respect to goods, you were understood to state that the public had been benefited by the commodities being cheapened?—Yes.

3212. And that you were better enabled to compete with foreign countries by the reduction of carriage?—No doubt.

3213. Suppose the railroad proprietor left without the competition of the carrier, and he raised his price, would he not then diminish the quantity?—That would depend again upon whether he increased his price to such an extent as to give the canals an advantage over him, because the goods must either be forwarded by railway, by canal, or by the ordinary land carriage, namely, waggons; the last of course must always be much dearer than either of the other two.

3214. Suppose he has increased consumption in the foreign market by the reduction of price, if he increased his price would he not expect again to reduce consumption?—Certainly.

3215. So that all the benefit which has resulted to him from the decrease of quantity would be expected to be replaced by the increase of charge?—Certainly.

3216. Does it occur to you that the railroad proprietor is the safer party to trust with the conveyance of goods, inasmuch as he has an absolute interest in the productiveness of the railroad, whilst the carrier has no interest either in the railroad or in the canal?—Some of them, probably, have interests in both; I am not aware whether they have or not.

3217. Still, as carriers, they have no necessary interest in either?—Certainly not.

3218. The railroad directors are proprietors of the railroad, and represent the whole body of the proprietors?—Yes.

3219. Do you imagine it is safer to trust them, as respects the conveyance of goods, in consequence of that identity with the interests of the railroad?—I do not know that it is on that account; I think that it is safer for the public and safer for me, because, in case of any loss occurring which might be to a large amount, I have the company to claim upon, who are always able to pay; whereas if a carrier should happen to lose a quantity of my goods, and be unable to pay, which has happened before now, I should have to submit to the loss.

3220. Suppose the case of a carrier who conveys your goods over three railways, and a railroad proprietor who conveys them over one of the railways; is there any advantage to you or to the public referable to recovering for loss or damage by rather employing the carrier than by employing the railroad proprietor?—I should think that precisely the same answer would apply to that question as to the former; if there is any advantage in employing the railway for one mile, there is an increased advantage, or, at any rate, an equal advantage, in employing it over 500 miles.

3221. In recovering damage, is it your deliberate opinion that you can as readily obtain compensation for any loss or damage of the railroad proprietary as you can of the carrier, the carrier conveying over three railroads, whereas the railroad proprietor conveys over only one of them?—Yes, I should think there would be quite as much security, and quite as much facility in recovering the loss under those circumstances, from the railway company as from an individual carrier.

3222. How do you work out that?—The question supposes two or three railroads running into each other; I should deliver my goods to the carrier in Birmingham; I should direct them to the place wherever they were destined, and should expect him to be accountable to me for the safe delivery of those goods.

3223. If there was loss arising, not upon the railroad to which you immediately delivered them, but on some other railroad, to whom would you apply for the loss?—To the party to whom I delivered the goods.

3224. Does your experience justify you in saying that you would have as little difficulty in recovering of the railroad proprietors in such a case as in the case of a carrier?—No case of the kind has ever occurred. I never forwarded any goods by one railroad to be transferred to a second and a third. But I presume these railroad directors will make such arrangements with each other for the conveyance of goods, that we shall be able to send goods from Birmingham to Scotland. It ought to be so. I do not know whether it will be. I think

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think the railroad director ought to have such future arrangements made as will enable parties to send goods from one end of the kingdom to the other; so that I would send a carriage-note with the goods to the Grand Junction Railway directed to Scotland, to Edinburgh, for instance, when the lines are completed, and they must undertake to deliver them there for me. If such arrangements were not made, I should then, in such a case, inquire if there was a carrier on the Grand Junction Line who would undertake this responsibility, and give the preference to the carrier, that I might commence and conclude the transaction with one party.

3225. *Chairman.*] You have stated that the London and Birmingham Railway Company might carry cheaper for the public if they became carriers themselves?—It is my opinion that they might; and it is quite clear that they can afford to do it, for there is a considerable difference between their charge to the carriers and the carriers' charge to the public.

3226. If the company did that, they would naturally have all the trade to themselves, would they not?—I think they would.

3227. Therefore it would be to them a source of profit?—I think it would be to them a source of large profit.

3228. Do you think it is from error that the directors of the London and Birmingham Company neglect to avail themselves of this large source of profit?—Upon my word I do not know.

3229. You said you should not be afraid of any mismanagement, even if the whole of the internal communications of the country were left to the railways and canals?—I should not apprehend any irregularity. It appears to me there must always be a sharp competition between the canals and the railways; and I should be very well satisfied if the rates on the railways were at such a price as would enable the canals to continue open. I should dread very much, supposing such a case possible, having the canals brought to a condition in which they could not be kept open; and to have to depend altogether on the railroads, I think it would be a thing very much to be deprecated.

3230. Viscount *Sandon.*] The railway company has an interest in the carrying business upon their line, by the amount of toll they reap, as well as by the profit they derive as carriers?—Certainly.

3231. They have an inducement to stimulate the amount of traffic upon that line, which the private carriers would not have?—Certainly they have.

John Rutter Chorley, Esq. called in; and Examined.

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3232. *Chairman.*] WHAT office do you hold under the Grand Junction Company?—I am treasurer of the Grand Junction Railway Company.

3233. Do you reside at Liverpool?—I do.

3234. Viscount *Sandon.*] What is the consideration which induces the company to make an allowance of 20 per cent. to the carriers on the Grand Junction Railway?—It is in consideration of their undertaking the porterage, the loading, the furnishing of the sheets, and the undertaking of those risks which are known by the name of carriers' risks, the company being, in consideration of this allowance, absolved from those risks, and the exemption being specially stated in the agreement.

3235. The company have nothing to do with the invoicing, or loading, or delivery?—No, the company have nothing to do with the invoicing, or loading, unloading, or delivery; they supply station-room, waggons, and locomotive power.

3236. Having nothing to do with those parts of the carriers' duty, they do not consider themselves responsible for the carriers' risks?—Certainly not, in those special cases.

3237. Mr. *Loch.*] Do not you load?—No; in the case of the goods taken by the carriers, the agreement under which the carriers convey goods by the railway stipulates that the railway company shall furnish station-room, cranage, waggons, and locomotive power only, the carriers undertaking the loading and unloading, and providing sheets: the only risk the company undertake being such as arises from accident or collision upon the line; and in consideration of the carriers undertaking those risks and performing those duties, the company give them an allowance of 20 per cent. as a compensation or bonus.

3238. Viscount

3238. Viscount *Sandon.*] Do the company consider themselves liable for all the risks that arise from their supplying the locomotive power?—Certainly; in case of collision, in case of damage caused by any part of the road giving way, or in case of any accident by fire, those are considered as included in the risks the company undertake.

3239. It would be erroneous to assume that that exemption, under such a special agreement, applied to all risks?—Most erroneous; the special exemptions exist only in those special cases; the business the company undertake as carriers is conducted upon precisely the same terms as to liabilities as the business of any other carrier.

3240. This is not only felt to be so, but it is practically the case?—Most decidedly; the company could not undertake the carriage of goods on any other terms than those under which the carriers do it: unless they offered the public the same accommodation, and took the same risks as any carrier who offered goods to be conveyed, they would not expect to get any business as carriers.

3241. They have practically made compensation in such cases as those in which other carriers would have made compensation?—Most certainly they have.

3242. Mr. *Loch.*] Have you a list of the demands which have been made upon you, and the amount of the allowances the company have made?—I have not at present any such list.

3243. Can you state about how many applications have been made?—I can state generally that the number of such applications has not been considerable; from recollection I may mention that there are very few instances in which the claim was refused; and when any refusal to grant a claim has been made, it has been upon such principles as would have subjected the claim to refusal by the ordinary custom of the carrying business, the railway company never having sought to establish any exemption whatever which was not justified by the uniform practice of respectable carriers before the establishment of the railroad.

3244. *Chairman.*] Can you make a return of the number of applications which have been made to the company, and those which have been complied with?—I can state the number of cases which have come before the Board, but in general, in cases of trifling damage, the application is made by the owner or the receiver of the goods to the agents at the different stations at which the goods may happen to have been delivered, and unless the case is one of consequence, the agent is authorized at once to settle it, and in most cases he does settle it, so that the case never comes before the directors; it is only in a case of some importance, or where some principle is involved, that the claim comes before the Board, the principal agent at the stations being authorized to attend to such demands at once, provided they be such as the ordinary custom of the trade justifies his granting.

3245. If the claim is refused, is not the case brought before the Board?—In cases of refusal the claims would probably come before the Board.

3246. Can you make a return of the cases which have been brought before the Board?—I can.

[*The Witness was requested to furnish such Account.*]

3247. Viscount *Sandon.*] The cases, you say, have generally been settled by the agent?—Yes; in a very small proportion of the cases arising from the damage of goods have the claims come before the Board; the number of cases of claims for compensation for goods which have come before the Board is so very small, that I have not prepared any list of them, not thinking that it would be a matter of interest to the Committee to see them.

3248. The carriers have agreed to declare according to the rates charged by the company to their own customers?—Such was the stipulation in the agreement; I have in my possession a list of the rates which were charged by the company at the time the agreement was made with the carriers. That was a list of the rates in force at the time the agreement was made with the carriers. [*The same was delivered in.*]

Vide Appendix.

3249. Have the rates been reduced since that time?—Yes; that which I have delivered in is a list of the rates in force at the time of the bargain with the carriers, fixed in October 1838. In June 1839 another reduction was made; this is the list. [*The same was delivered in.*]

Vide Appendix.

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3250. *Chairman.*] Do those rates include the toll, and every other charge?—They are the rates which the company charge for the carriage of goods from place to place; they include the total charge.

3251. Viscount *Sandon.*] Is there a specification made of 1*s.* 6*d.* for any small article?—It is mentioned that the charge on any small article shall not be less than 1*s.* 6*d.*

3252. That was part of the original arrangement with the carriers?—Yes; it was part of the tariff of rates by which the carriers agreed that the charge made to them by the company should be regulated.

3253. Have you relaxed this part of the agreement?—There was a relaxation allowed to the carriers in cases when they carried *bonâ fide* without charge, for their own customers, parcels of a small weight, and with respect to small packages really forming part of one consignment of merchandise belonging to the same individual; it was stated that in many instances it was convenient to parties in the neighbourhood of Manchester to make up their goods in small packages, though they formed part of one consignment, and belonged to one person; and it was agreed that those should be charged by the total weight of the entire consignment, and not as separate packages, which the company would be justified, by the express letter of the agreement, in charging.

3254. The company never contemplated making their luggage-train a parcel-train?—It was never contemplated that the merchandise-trains put on for the conveyance of goods should be used for the carriage of parcels, the company having gone to considerable cost to provide for the conveyance of small parcels in another way, and they expected a reasonable remuneration, by getting the conveyance of those parcels, for the accommodation they had provided.

3255. Did not the company look to the profit from parcels in the estimates they laid before Parliament?—That was contemplated as a very profitable source of revenue, and as an important branch of their business.

3256. *Chairman.*] Do they ever stop large packages, which they suppose to contain parcels?—I am not personally conversant with what has been done in those cases; there is certainly no general regulation of the kind; I believe, in a case which recently occurred, in which a carrier was known to have been engaged in practices of this sort, which the directors considered fraudulent, the package was opened in the presence of the carriers' agent; but I am not personally cognisant of it, nor did I give directions on the subject.

3257. Do you know whether there have been any remonstrances with the carriers against the sending small parcels in one large package?—I know there were several; I recollect having been instructed by the directors to communicate with some of the carriers on the subject, it being a fraudulent evasion of their agreement with the company.

3258. You never heard any complaint from the carriers that their packages had been opened to ascertain whether there were any small parcels contained in them?—There was one complaint by one firm of carriers on the subject, which I referred to the department to which it belonged.

3259. Who were the carriers who complained?—Morris, Herbert & Co.

3260. To what department did you refer it?—To the department of the superintendent of the out-door business.

3261. Did they give any answer through you to the carrier?—No; I should explain, that the communication I refer to was an inquiry addressed to me by Messrs. Morris, Herbert & Co. whether the company were in the habit of stopping parcels and opening them; I replied to that communication, to the effect that such was not the practice of the company.

3262. Sir *John Guest.*] Do you use the term fraudulent, as applied to the agreement made between the company and the carriers that they should not send parcels, or to apply generally?—I consider it an evasion of the terms of the agreement between the company and the carriers.

3263. Without that agreement should you consider it fraudulent?—That is a question I have not fully considered; but I think it would be an evasion of the reasonable charge the company had a right to look to for the conveyance of parcels.

3264. Suppose any person in London were to collect parcels, and send them down by your railroad in one parcel, should you consider that fraudulent?—I think that would be a practice against which the railway company would have a right to protest, and to protect themselves, if possible.

3265. Suppose

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3265. Suppose it were done by a person sending parcels by a coach for two individuals?—I am not prepared to say whether I should apply the term fraudulent to such a case, but I think it is a practice against which the railway company, or the proprietors of any coach whose charges were thus evaded, would be justified in protesting. I consider that those who have furnished the means of conveyance to the public for the conveyance of parcels are entitled to a remuneration for the accommodation, and that no parties are justified in combining for the purpose of depriving the parties who have furnished the accommodation of their fair remuneration for the convenience which they have provided at a considerable cost.

3266. Supposing a person sent a quantity of goods and paid the price which the railway company demanded for a parcel of that size, do you think it makes a difference whether they belong to one person or to two?—He ought to pay us the regular charge: if the goods belong to two persons, and not to one, the question is, whether a person who sends articles destined for two persons, to be conveyed for their separate convenience, ought not to pay for such parcels separately, otherwise those who furnish the convenient mode of sending them are deprived by this process of the benefit they have a right to expect.

3267. How do you define small parcels; is the distinction arbitrary, or is it by weight?—It is principally by weight: in the case of the luggage-trains, they are intended for trade, and there is a difference in the mode of charge by these and by the coach trains; but it is stipulated that no single package shall be charged less than 1 *s.* 6 *d.*; so that in case the charge for a package by weight amounted to more than 1 *s.* 6 *d.* it would be charged by the weight.

3268. Is not a part of the charge to the carrier made on the small parcels?—Certainly.

3269. Then if they are conveyed together instead of separate, how does that make a difference in the case?—One objection to conveying small parcels at the rate per ton by the merchandise-train, as I have already stated, is, that the railway company do not contemplate the conveyance of parcels by the merchandise-train, nor do they give the carrier the right of such conveyance.

3270. Suppose they are not taken as one parcel, then you have the care of several parcels?—Certainly; the contrary practice has the effect of depriving the company of a source of revenue they have a right to expect, having provided the means of carrying them by another mode of conveyance which is both cheap and expeditious.

3271. You think a person who does not require the use of the road for more than a small quantity of goods ought to pay at a greater rate than the person who sends a larger quantity?—I do not think that that follows.

3272. Can you define your principle?—The principle on which the charge by the merchandise-train is fixed, was adopted with reference to goods, as distinguished from coach parcels; I have already stated, that it was not contemplated to make the merchandise-trains a conveyance for small parcels.

3273. On what ground do you think you should charge more for that parcel when it contains 20 parcels, not being so large as another containing only one?—Because it is depriving the company of the revenue they had reasonably expected; they do not wish to lose that to which they consider themselves reasonably entitled. It is also a false declaration of the contents of the package, the charge for small parcels and for general merchandise being different.

3274. Viscount *Sandon.*] Is there not this difference in regard to these small parcels, that they are taken out and charged separately by the carrier?—Yes; the practice the company feel themselves justified in objecting to, is a collection by a person or persons, whether carriers or others, of small parcels, brought down in one package, in such a way as to pay one charge, that collector receiving a separate charge for each parcel, and not at the rate per ton.

3275. Is there not universally a distinction made by all carriers between the different descriptions of parcels, whether goods or small parcels; does not that affect the charge?—Certainly, always.

3276. Is there not a distinction between heavy goods and light?—Yes.

3277. Does not that rest on very much the same principle?—Yes.

3278. Sir *John Guest.*] You consider that two shopkeepers, living in the same town, have no right to order their goods to be sent by one parcel by coach; that that is to be considered a fraud on the proprietors of the coach?—That is

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hardly a case of the same kind; for the receiver of the goods in such a case does not, so far as I am aware, receive any extra benefit: the man who forwards small parcels made up as one, receives, and the company are deprived of, the benefit of their carriage; the person to whom the carrier delivers them pays the carrier the rate, at the parcel rate, not the rate per ton; the difference is simply this, that whereas the railway company would make the charge and receive the benefit, the party who makes the charge deprives the company of the benefit, and himself obtains it.

3279. The question respects two persons likely to send their goods together?—That is a question of a very different description; I am not prepared to speak so positively on that question; but the company would be justified in objecting to that which they consider an improper practice in any person, not the receiver of the goods, making a profitable business of collecting parcels for which he receives a charge at the usual parcel rate, covering them so as to pay according to the tonnage, and thus putting a certain sum into his own pocket, which we think ought to come into the pocket of the company.

3280. You sometimes open parcels to ascertain the fact, do you not?—I only have heard of one case of Mr. Robins's, but I have no personal knowledge of the facts.

3281. Does not it appear that these parcels are sometimes sent down by the carrier free of carriage?—Yes, and an exception is made in such cases where the carrier *bonâ fide* makes no charge to the customer; the company charges nothing.

3282. Complaints have been made here, that it has been the practice that you have charged where parcels have been sent down by the carriers, patterns and so on, free of charge?—In all cases of that kind, if the charge had been made, it would have been at once allowed on proof that it was delivered *bonâ fide* free; but there is a *primâ facie* presumption that that is not the case when parcels are made up in that clandestine manner, for if a carrier was bringing parcels in that way he would not need to conceal them; for he is justified by his agreement with us in bringing the parcels openly separate, and saying, "Here is a parcel I charge my customers nothing for, and therefore under the agreement you charge me nothing for it;" an allowance is immediately made in such a case; but when the carrier, instead of acting in this open manner, adopts the principle of concealment, the probability is that it is to cover some fraudulent practice.

3283. Viscount *Sandon.*] Under the agreement and understanding of the company such a parcel would be free?—Yes, in every case in which he charges his customers nothing for such small parcels, we should charge nothing.

3284. Sir *John Guest.*] You presume concealment if they are put together?—Yes, and it has come to our knowledge that evasions of this kind have occurred to a great extent.

3285. What advantage does the company derive from allowing 20 per cent. to the carriers?—In the first instance they expected that the connexion of the carriers, who had been so many years on the road, would bring the railway a considerable amount of business traffic; then the carriers were to undertake the porterage, and the carriers' risks also, and the getting rid of these was considered of some importance; and in consideration of the carriers undertaking these the allowance was given to them.

3286. Viscount *Sandon.*] The company also receiving a benefit from the tolls, as well as the carriage, were induced to give advantages to persons in bringing goods on the line?—Decidedly.

3287. Sir *John Guest.*] Is it generally known that you allow this per centage to the carriers?—I am not aware whether it is or not.

3288. Have you had any applications from other parties to give them the same advantage?—I do not recollect any such applications except in the case of carriers, to whom an allowance is always made for such goods as they bring to the company for conveyance. To those who have not special agreements, it is given as a compensation for the cartage of the goods they bring to the company's station, provided any quantity of business is brought in this manner.

3289. Do you consider that you shall be called upon to make the same allowance to other persons?—I do not know that; the consideration for which the carriers obtained the allowance of 20 per cent., this includes the porterage and the carriers' risk; if the company were to be subject to the carriers' risk

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and porterage, of course they would consider themselves entitled to receive a part of the 20 per cent. which they allow to the carriers.

3290. Mr. *Loch.*] You state that the porterage at Birmingham is done by the carriers, and not the company?—It is.

3291. Are you quite confident of that, or is not the practice to the contrary?—I am quite positive that the carriers bring their goods on the line under this agreement: that the porterage is done by the carriers; it is possible that the porterage may have been done by the company's servants at Birmingham; but in that case it is done at their request, and they paying the company for it, the servants being in that case in effect their own servants, *pro hâc vice.*

3292. It is not the fact that the company have taken possession of the goods and put them on the trucks themselves?—I am not aware of that, except as explained in reply to the last question.

3293. Sir *John Guest.*] Do the company deliver all the goods they carry to the different persons for whom they convey them?—Generally the goods conveyed by the company as carriers are treated in the same manner as the goods conveyed by other carriers.

3294. How much per cent. do you think that the delivery of those goods costs?—The calculation has not been very nicely made; I am not prepared to state exactly what proportion of the 20 per cent. is to be considered as the actual expense, and what proportion in the light of a bonus.

3295. What is your opinion upon the subject?—My opinion is, that the per centage fluctuates considerably, according to the total of the rate charged; when our rate was 30*s.*, the deduction of 20 per cent. allowed a considerable bonus; now that our rates are reduced, I do not think there is any very considerable bonus; I should think, in other words, that the deduction does not much more than cover the expenses of the business.

3296. Mr. *Loch.*] In the evidence of Mr. Robins, he is asked, "Is there any extra charge made by the Grand Junction Company for porterage or warehouse room, or anything of that sort? Yes, 2*s.* 6*d.* per ton.—Is that 2*s.* 6*d.* per ton to be added to the calculation of 1*l.* 5*s.* 5*d.*? I have included that as part of their tonnage."—That statement is erroneous as respects the company making any such charge. Mr. Robins appears to have confounded the Liverpool and Manchester Company with the Grand Junction Company; all the business at Liverpool and at Manchester is done by the Liverpool and Manchester Company, both for the Grand Junction Company and for the carriers; when the carriers sent goods on the Grand Junction Railway, it was agreed that they should undertake the porterage on those goods at the stations in Liverpool and Manchester; the Liverpool and Manchester Company have transacted the porterage for them: but in that arrangement the Grand Junction Company have never interfered with the Liverpool and Manchester Company, who act for both of them, and receive their remuneration at a certain rate per ton; this circumstance may possibly have induced Mr. Robins to state this charge was made by the Grand Junction Company, but it is quite erroneous; the true state of the arrangement is as I have explained it.

3297. Does the Liverpool and Manchester Company charge the Grand Junction the 2*s.* 6 *d.*, as they charge the carriers?—I think the charge is rather less, for this reason, that the business being all conducted by one hand is less expensive to them than the business conducted by the carriers, which requires a separate loading, and a separate waggon for each carrier.

3298. Viscount *Sandon.*] Are you aware whether Mr. Robins made that arrangement himself with the Liverpool and Manchester Company?—Certainly; the Grand Junction Company have never had anything to do with it; the whole has been conducted by the Liverpool and Manchester Company, the Grand Junction Company being only tenants of that company, and at no time having an establishment of their own there; they have in no way whatever interfered with the arrangement of the business at the stations at Liverpool and Manchester, the whole control being exercised by the Liverpool and Manchester Company.

3299. Mr. *Loch.*] As soon as the goods get to Liverpool or Manchester, are they taken possession of by the servants of the Liverpool and Manchester Company?—They are taken possession of by the servants of the Liverpool and Manchester Company, I presume, acting as the servants of the carriers, and

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our goods also are taken possession of by them as our agents. They transact the business for us at a certain rate per ton.

3300. Who undertakes the delivery of those which are to be delivered?—They are delivered according to the usual custom of the trade, which is by notice; the agent sends word to the receiver of the goods, and he decides whether they are to be delivered to him, or he is to send his own cart.

3301. Is that notice given by the Liverpool and Manchester Company, or by the Grand Junction Company?—It is given by the agent of the Liverpool and Manchester Company, who does the business as our agent.

3302. In case of the person to receive them not wishing to receive them immediately, are they put into the warehouse?—Yes, into the warehouse of the Liverpool and Manchester Company, they making us a charge if extra expense is incurred.

3303. You are unable to state the arrangement made between the carriers and the Liverpool and Manchester Company for the loading, and so on?—I am not able to speak to that, because the Grand Junction Company have never interfered with those arrangements: it was impossible for the Grand Junction Company, having no station of their own at Liverpool or Manchester, to interfere in them.

3304. *Chairman.*] Do you consider your agreement with respect to small parcels to apply to samples of merchandise?—No, they are excepted in the construction of the agreement; samples *bonâ fide* carried for the merchants free are not charged; and small parcels of merchandise separately made up, being *bonâ fide* one consignment, but made up in separate parcels for the convenience of the sender, are charged by the weight of the whole, at a rate per ton, unless the total charge per ton would be less than 1*s.* 6*d.*, which is our lowest charge for any single consignment.

3305. As you think it fraudulent for the sender of parcels to put together a number of small parcels, to prevent a charge being made for each, what measures do you consider the railway company are justified in taking to prevent that?—I have not considered that sufficiently to offer an opinion on the subject.

3306. Viscount *Sandon.*] Do you reserve in your agreement the right to open packages, for the purpose of ascertaining their contents?—No; there is a stipulation in the agreement that the carriers shall be required to produce their invoices, to satisfy the company that they have acted fairly in declaring the articles; and packages may have been opened, of course solely for the purpose of preventing practices of a description which were specially prohibited by this agreement; they are directly at variance with the agreement which was made with the carriers.

3307. Practices of that nature you consider yourself justified in characterizing as fraudulent?—Yes.

3308. *Chairman.*] Unless they had made that stipulation, you would not have made the agreement with them probably?—We would have carried for them on the same terms as for other persons.

3309. Sir *John Guest.*] Supposing they had said they would not agree to refrain from sending small parcels, what should you have done?—I am not prepared to say what would have been the course in such a case; the agreement was for the carriage of goods, not parcels. We did not consider that it included the advantage to be derived from carrying small parcels. We agreed with them for the carriage of merchandise, as distinguished from small parcels; and this was so expressly stated, that no doubt could have existed on the subject.

3310. *Chairman.*] What was the number of carriers with whom you came to the agreement?—There were at one time four carriers with whom the company had made agreements of this description: Messrs. Pickfords, Messrs. Kenworthy & Co., Messrs. Bache & Co. (the firm of which is now Morris, Herbert & Co.), and Messrs. Robins & Co.

3311. In each of those agreements, you bind the carriers not to charge their customers less, either directly or indirectly, than the regular rates charged by the company?—We do.

3312. On what ground do you insert that in your agreement?—For the purpose of preventing a system which is considered a very objectionable one, as leading to abuses commonly practised by carriers, among themselves in the first instance, and also in relation to the position of the carriers with the company.

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The object was to prevent the carrier who should wish to take an unfair advantage from offering a direct inducement, by, perhaps, lowering the rates, to get the business into his hands. That was thought to be extremely objectionable, and calculated to give rise to a charge of extortion when only the correct rates were charged. For that purpose this stipulation was inserted in the agreement.

3313. Do you not think it acts disadvantageously towards the public, that the carriers should not be enabled to carry for a less charge than the company?—I cannot conceive that it does. In no case will the carrier do it permanently or generally; it would be only for a temporary purpose, and to particular persons. That he could permanently charge a lower rate to his customers than the railway company were charging is impossible; and that the object of this stipulation was not to enhance the price to the public is proved by the railroad company having after this time considerably reduced their rates, a proceeding not particularly agreeable to the carriers, as two or three of them have told us since; for this reason, that when the company's rates were reduced, the per centage which they received was a less sum, and therefore their margin of profit was diminished.

3314. Is not the effect of this agreement to prevent the public having any advantage arising from competition?—I do not see at all that it has that effect.

3315. Sir *John Guest.*] Is not the price fixed on the calculation of a certain degree of profit to yourselves?—Yes, certainly.

3316. Suppose this was fixed on a profit of 10 per cent. on the carriage, and the company were disposed to make a profit of 20 or 30 per cent., would not that have enabled the company to make that 20 or 30 per cent. without interference with the carriers?—It possibly might, supposing such extravagant profit to be desired to be made or practicable at the low rates fixed by the company.

3317. What security have the public, except the existence of canals, for the profit being a reasonable one?—Precisely that which has been mentioned, that the competition with the canals would always make it necessary for the company, if they wish to have a good business, to charge such rates as should ensure the goods coming to them.

3318. Whether they could make such a profit would be influenced by the price charged by the canal?—Certainly; if it be the object of the company to obtain goods as carriers, they must charge such rates as would induce persons to send them by them instead of by the canal; the profit they make must be regulated by the amount of business they do, and this amount must be regulated by their charging such rates as would make it the interest of the owners of goods to employ them in this manner; if a person can send goods by the canal at a cheaper rate, of course he will do so.

3319. Viscount *Sandon.*] Do you know of any case of goods going from Birmingham, in which a complaint was made by the carriers of a reduction of your rate?—I do not, but I have a case in which the carriers obtained goods from the sender by offering to take them at a lower rate than was charged by the railway company, and then sent them by the canal. This is the statement of the case: 5th September 1839. "On the 23d ultimo, four cases and two parcels, addressed, T. Clarke, Liverpool, per railway, were brought to us by J. Shackell, carrier, weighing 8 cwt. 2 qrs. 7 lbs.; a carriage-note was brought with them, and the rate of carriage to Liverpool was calculated at 1*s.* 3*d.* per cwt. by Shackell's people; I told the man who brought them that the correct rate was 1*s.* 6*d.* per cwt. for such goods, but this he refused to pay. A freight-note at 1*s.* 6*d.* was, however, made out, and the man left the goods, and took the note to Shackell to ask if he would pay it, but the man returned with an answer written across the note, "Others will take them at 1*s.* 3*d.* per cwt.;" the man then took the goods away. Having determined to find out to what carrier they were taken, I sent a man to watch where they were taken to, and on his return he said they were delivered into Robins & Co.'s shed, at the London station. I examined Robins & Co.'s waggons on the 23d and 24th, for the purpose of ascertaining whether they were upon them, and satisfied myself that they were not upon either theirs or any of the other carriers' waggons. In consequence of receiving a message this evening from Mr. Shackell that he wished to see me, I called upon him, when he said he wished particularly to know whether Mr. Clarke's goods had been sent by Robins & Co. per railway, and I told him I was

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quite certain they were not; Mr. Shackell then dispatched one of his clerks to Robins & Co.'s shed, at the London railway station, to inquire when these goods were sent off, and by what conveyance; I waited until he returned, and his reply was that he had seen Mr. Brough, R. & Co.'s clerk, who was obliged to admit that he had sent them by J. Sturland, per canal. The goods had been obtained from the sender at a lower rate than the railway company were charging, with the professed intention of sending them by the railway, but he took the goods and sent them by canal.

3320. Would not a delay take place in the transmission of those goods by their being sent by the canal instead of by the railway?—Mr. Shackell said the goods were in particular haste, being a traveller's patterns, and the owner had gone by the train to Liverpool, and would rather have paid 2*s.* per cwt. by railway than they should have gone by canal.

3321. *Chairman.*] You were understood to say, that the carriers were allowed to pack and unpack their goods by their own servants?—Yes.

3322. Mr. Tibbetts, the agent of Messrs. Pickfords, stated that having made application to the railway company upon this subject, the answer was, "The company are ready to convey your goods upon the same terms as are offered to the public, the business at the stations being transacted by their own agents and servants"?—That was respecting a totally different business—goods conveyed between Manchester or Liverpool and intermediate stations; it does not apply to the arrangements made with the carriers for the conveyance of through goods.

3323. That applies to the existence of conveyance to Warrington, Stafford, and Wolverhampton?—Yes; those are stations the business of which the company have kept in their own hands. We have not allowed the carriers 20 per cent. on the goods so conveyed; we receive the goods and convey them on the same terms as for other customers, and deliver them to any person they may direct.

3324. On what ground do you make a distinction between intermediate goods and goods taken for the whole distance?—From the extreme inconvenience of dividing a trade, in itself by no means considerable, among so many hands; we have found the expense of conveying through business in so many hands as the admission of carriers has brought it into, is a very serious burden upon the company, but if it were to exist with respect to business still more limited, it would be far more burdensome and more expensive.

3325. Viscount *Sandon.*] Do you refer to expense arising from the insufficient loading on the waggons?—Yes; supposing the quantity of goods sent to Stafford were to amount to 30 tons, this can be carried by the company in 10 waggons, but supposing each carrier has a separate waggon of his own, it may take 15 or 20 waggons for the same amount of business, which increases the burden of the train, and increases the expense at the stations.

3326. *Chairman.*] For the through business you find the carriers on the line inconvenient?—Decidedly. I have a statement in my hand which will show the average weight of the goods taken by the carriers. The fair loading of a waggon is from 3½ to 4 tons. I have a statement here of the average weight on the waggon, and the tonnage upon the line for three months, from the 1st of December to the 29th of February last; the average is only 2 tons 8 cwt., thereby showing that we have been forced to use very nearly 25 per cent. more waggons in this business than would have been necessary if we had had the whole carriage in our hands. Carriers have applied to us to take loads of goods, varying from 8 to 18 cwt. only; the practice had gone to such an extent, that it was found necessary to apply to them to check it. The evil effect of this is felt in various ways: the additional incumbrance to the trains by the unnecessary multiplication of waggons increases the difficulty of transacting the business at the stations, and increases the burden to the engines, and consequently the risk of delays.

3327. You believe that it will become necessary for the company to take the whole of the carrying into their own hands?—I believe that would be the most beneficial arrangement for the public, from what I have seen.

3328. Viscount *Sandon.*] The same course which has existed on the Liverpool and Manchester?—Yes, the same which has existed on the Liverpool and Manchester. I am persuaded that if the company had the business in their own hands they would be able to do it much more profitably, and it would be their interest,

interest, and it would be their desire, to allow the benefit of that to the public; at present there is a part of the amount wasted in needless expense.

3329. Mr. *Easthope.*] Why will it be the interest of the company to give a benefit to the public?—In order to increase the amount of business.

3330. Viscount *Sandon.*] They receive a profit from the increase of toll as well as of carriage?—Yes.

3331. *Chairman.*] You say it would be beneficial to the public that the company should be the sole carriers, in the same manner as the Liverpool and Manchester company are?—That is my opinion.

3332. Would the Grand Junction Company have any objection to the same clause being inserted in their Bill which is inserted in the Liverpool and Manchester Bill?—I am not acquainted with the particular clause referred to.

3333. Would they object to a clause limiting the rates for carriage and locomotive power as well as toll?—The rates at present charged by the company are so reasonable that I do not think any clause which would be equally binding on all railway companies would be likely to be objected to by them.

3334. Do you think it advisable that they should be allowed the same privilege as the Liverpool and Manchester Company, unless the privilege was guarded by the same restrictions?—I should not consider it objectionable to adopt a maximum, provided it was fixed at any rate which Parliament considered it reasonable to apply to all railroads indiscriminately; for our rates at present are so low, that I do not think any maximum rate which would apply to other companies could bear hard on our company.

3335. As far as you have considered the subject, you would not object to a clause to the same effect being inserted in the Grand Junction Act?—That would, of course, depend upon the rate of the maximum which is fixed; if the maximum were fixed at 10*s.* a ton, for instance, for the whole distance we carried, that would be fixing a maximum which would not afford a fair remuneration to the company; but I should not suppose there would be any objection to such a maximum being fixed as would be reasonable and applicable to railways generally.

3336. The length of the Liverpool and Manchester Railway is 30 miles?—Yes.

3337. The distance you carry is 97?—Yes, or a little more; about 97½ miles.

3338. A proportionate rate, according to the distance, would, you think, be fair towards the company?—I have not given the question of comparative rates much consideration, and should not be prepared, without consideration, to express an opinion upon it.

3339. Mr. *Easthope.*] When you say you would not object to it, are the Committee to understand that you mean that what would be considered a maximum for companies in general would be so high as not to damage the interests of your company?—I mean to say that I do not think that any rate which the Committee would consider reasonable for railways in general would be inapplicable to our company.

3340. Are you instructed by the company to give an intimation of their willingness to concur in such a maximum?—I have received no instructions from the directors on the subject, and I wish this to be considered only as an expression of my own opinion.

3341. Viscount *Sandon.*] Are you aware whether Messrs. Robins & Co. did or did not "expressly agree not to collect small parcels for the purpose of sending them as merchandise, or otherwise to forward them, whether singly or made up into large packages, so as to interfere with the company's legitimate parcel business?"—Yes, those are the precise terms of the agreement with Messrs. Robins & Co.

3342. Have you found that they have not acted up to that agreement?—They have been strongly suspected of not doing so; the case in which a parcel of theirs was opened was subsequently to the termination of that agreement, but the company have reason to be satisfied that that is a practice which has been very extensively adopted.

3343. Are you aware that it was a part of the agreement with Messrs. Robins that "the company would reserve to themselves the right of examining the contents of a waggon when it should be deemed necessary for the verification of the invoice?"—Such were the terms of the agreement.

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3344. Was it during the period of this agreement that the packages carried for Messrs. Robins were opened?—No, it was not; that agreement had then been discontinued.

3345. So that in that case you acted only on the general understanding of your right?—The case is not one which comes under my own personal knowledge; I have been informed that a package was opened in the presence of their own agent, and with their agent's consent, it having been supposed to contain parcels, which proved to be the case.

3346. Though the agreement was at an end under which Messrs. Robins had specifically placed themselves under those restrictions, Messrs. Robins from the nature of the previous agreement had been perfectly aware of the understanding under which you carried on the business with the carriers?—Certainly; they could not have been in any doubt of it for a moment; it is a subject on which repeated communications have been made to them and other carriers.

3347. In the execution of your agreements, has the company generally acted on the understanding to construe liberally the agreement into which they have entered with the carriers?—That they most certainly have done; the agreements having been once entered into with the carriers, it has been the disposition and practice of the company to deal with them as liberally as possible; had the company been disposed to visit very strictly cases of omission, or evasions of the agreements, it would have been in their power to have laid before this Committee a long list of the complaints which have come before them.

3348. Are there any cases you wish to state specially to the Committee?—There are cases which have come to my knowledge of the carriers' dealings, which possibly I should be justified in laying before the Committee. Here are two cases in which there were delays arising from the carriers' neglect, which came to the knowledge of the agent of the company, in consequence of the party complaining having been given to understand that the delay arose from the neglect of the railway company. This is dated December 1839: "On Thursday the 12th instant, the Gypsey, from Waterford, brought seven cases of poultry, ordered per Pickford and railway; the servant of the Liverpool and Manchester Company who attends the Clarence dock" where this vessel arrived, "states, that they remained on the quay till Saturday the 14th, and even then were not taken away till too late for the Saturday's railway train, and were therefore sent on by canal, though ordered by railway; most probably the poultry would be spoilt, but the sender, Mr. Deering, is aware of the facts." There was a similar instance with a truss of silk goods: On 16th November last, Messrs. Geoghegan & Sons, of Dublin, sent a truss of silk goods ordered per Pickford and railway. The railway company were not advised, but Pickford & Co. were, of the arrival on the 17th; but they did not get it from the Clarence dock until the 20th, when it was sent per railway, and the railway company got the odium of the delay; but it fortunately happened that the senders of the goods complained to the railway company, which showed that they intended the package for them, and there was an opportunity of investigating the thing, and fully clearing the railway company. So that, in this case, not only the carriers had obtained a package of goods intended to be sent by the railway company, but in the transaction of the business, they did not deal fairly with the company, and the goods were needlessly delayed by the carriers' neglect.

3349. What was the reason of the agreement with Messrs. Robins being suspended?—It was solely because we could not get payment. The irregularities became greater, and the company found that the amount they owed was becoming more than it was safe to trust them for, and therefore they found it necessary to discontinue, after having given them repeated warnings that they would be under the necessity of discontinuing unless they paid punctually, according to the agreement. The amount they owed at the time of the discontinuance was considerable, and still is. I believe they still owe the company 840 *l.*

3350. Mr. *Easthope.*] Do you take security from persons to whom you give credit?—There was no security given in the case of any of those agreements with the carriers.

3351. You did not take any security from the parties?—No; the security was considered to depend on the respectability of the parties.

3352. Viscount

3352. Viscount *Sandon.*] No other ground was ever assigned by you to Messrs. Robins for suspending the agreement?—None other whatsoever.

3353. Have you had a communication from them, expressing a very different feeling towards the company?—I have had various communications from them on the subject of the measures taken in applying for payment. I had a letter from them in the month of December last, in which they thanked the directors for the indulgence shown them in respect to payment, they having been very much in arrear. This is a letter from Mr. Robins's son, dated 19th December 1839: "Sir, I am desired by my father, who is still labouring under severe illness, to acknowledge the receipt of your letter, with many thanks for the indulgence accorded by the directors of the Grand Junction Railway Company." In fact, the directors have shown great indulgence to Messrs. Robins. If the company had acted strictly according to the terms of the agreement, they would have been justified in causing this discontinuance many months before it was insisted upon.

3353*. *Chairman.*] Your chief dispute with Messrs. Robins & Co. was respecting the carrying of small parcels, was it not?—The sole cause of the discontinuance of the agreement was the non-payment of the balance due. It was discontinued the 31st of January.

3354. Viscount *Sandon.*] Have you anything to add as to the inconvenience of distributing the carriage among so many waggons?—It is very considerable; it is caused partly by the jealousy of the carriers, who object to having their goods loaded upon the same waggon with those belonging to other carriers, or belonging to the company.

3355. So that whatever amount of packages is sent, each carrier requires a separate waggon to himself?—He does; and it has been necessary of late, the diminution of the business in the hands of some of the carriers has been so considerable, and their loads so insufficient, to give them notice that the company cannot undertake to send waggons only partially loaded, contrary to the rule which is stipulated in the agreement, though I believe the agreement has never been strictly insisted upon, but liberally interpreted; we have often sent for the carriers waggons with only a ton weight, whereas the regular load is three tons and a half at the least.

3356. Have you given them notice that you would not carry less than a a waggon load?—We have given them notice that we would not send a waggon unless loaded with at least half its load, but that if the carriers wished to send less than that, the company would carry it for them.

3357. The agreement stipulates that the company will not undertake to send waggons unless fully loaded?—Yes.

3358. And yet you are so willing to show your indulgence, that you take them even half loaded?—Yes; and we have in many instances taken loads not exceeding a ton weight, and in some instances loads as low as eight cwt. to 18 cwt. only, on a separate waggon.

3359. Mr. *Easthope.*] How would the sending those small loads act upon the expenses of the company?—It increases the wear and tear of the stock by requiring a larger number of waggons; it increases the expense of locomotive power, because the dragging of those waggons requires a greater consumption of fuel, and greater outlay of every description belonging to the moving of the trains.

3360. Viscount *Sandon.*] Is there not more friction incurred on your line? —The increase of friction is very considerable; the increase of the train, which might be avoided if the goods were sent in only the number of waggons they actually would require, very frequently causes detention.

3361. The addition to the train, by removing some of the waggons further from the engine, requires an addition of power?—A very considerable addition: the mere addition of a train of empty waggons requires an expenditure of power.

3362. This may serve to account for delays in some instances?—I have no doubt the delays have been greatly increased by that circumstance, and by the needless length of the trains.

3363. *Chairman.*] Does the weight of the articles materially increase the cost of their conveyance?—In the matter of porterage, of course a greater weight of goods requires an increase of force, but all the charges being made by the ton it

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it will not increase the expense to the company, unless it is an article difficult to handle.

3364. Viscount *Sandon.*] You would like to have that weight concentrated?—Certainly.

3365. *Chairman.*] Has the railway company any connection with the carriers by canal, or does it ever send goods by canal?—I am not aware that they have; at present I think not; but we have sent goods by canal previously to the opening of the London and Birmingham Railway, when it was necessary to forward for any other line, but of that I am not competent to speak accurately, for the details of the merchandise business have not been under my personal control.

3366. Are you aware whether the persons interested in the railway have also interests in the canal?—I think it is probable that some proprietors in the railway are also proprietors of canal shares, though I am not aware of the fact.

3367. Sir *John Guest.*] Suppose goods were sent beyond your line, have you the facilities of forwarding them which the carriers have?—Certainly; the mode of proceeding is precisely similar in all cases; if goods are to be delivered beyond the line, they must be delivered to some competent responsible person, who undertakes to carry them; there are very few carriers indeed who do not undertake the conveyance of goods to a point where they have no connexions of their own, and the method adopted by the company is precisely the same.

3368. The public have no more advantage by sending those goods by public carriers in general than they would have by sending by you?—I do not think they would have any advantage, for the course pursued by both parties is precisely similar.

3369. Mr. *Easthope.*] In the case of goods going to Preston, would you proceed in precisely the same way as Messrs. Pickford?—Decidedly; and we receive considerable quantities of goods, especially goods that require very great dispatch, by railway from Preston. We have received during last winter great quantities of fresh fish caught on the coast of Lancashire, forwarded in this manner; there is no difficulty whatever in the business.

3370. Sir *John Guest.*] Having reference to the damage by railway, would the facilities be the same?—Yes, the same principle would be adopted; the person who receives and carries the goods is the party responsible for the delivery of them. I am a carrier, I will say, between Liverpool and Birmingham; goods are brought to me to be taken on to London; I if receive the carriage payable to London, I am the person responsible for their delivery in London; I deliver them to a carrier at Birmingham; he is responsible to me; if any damage occurs that carrier is liable to me.

3371. That supposes the case of pre-payment?—Then when the payment is made at the end of the journey, the custom has always been that the damage shall be applied for there; the usual principle of the carrying trade is precisely that which is adopted, that the liability shall be settled at the place where the payment takes place; if the goods are pre-paid, so to speak, the liability rests with the party receiving the pre-payment.

3372. Supposing a parcel was entirely lost?—Then the application is made to the party to whom it was first delivered, and he has to show that it left his hands safely, and to produce the receipt of the party to whom he delivered it; that receipt renders that party liable for the production of the goods.

3373. Do you consider that, being delivered to him, it is his duty to trace the parcel?—Certainly; the party bringing the goods obtains a receipt, which enables him to make me responsible; there is no difficulty whatever in transacting this business; and if any statement to the contrary has been made, it appears very singular to me, for it is perfectly straightforward, and in all respects the same as has always been adopted by the carriers.

3374. Viscount *Sandon.*] You speak of the custom of the carrying trade, and not precisely of the law of the land?—It is the custom which has been uniformly pursued, and which I believe to be consistent with the law of the land.

3375. There might be an inducement among carriers competing to adopt a general custom, which, if any particular company had the monopoly of the general line, they might refuse to abide by, unless compelled by the law of the land?—That might be, but I do not think it probable. I believe the usage of trade is generally that which would regulate it; it is that which is the guide to the

the company; they have found certain usages and practices which they have followed generally.

3376. Sir *John Guest.*] That has been recognized by courts of law as the law of the land?—I believe so.

3377. Mr. *Freshfield.*] If you receive goods in Birmingham directed to Preston, do you consider yourselves liable to the extreme point of the railway, and that you must show that you delivered the goods into the hands of a regular carrier?—I repeat that the liability is regulated by the custom of the trade; in the case of the settlement of damage, the damage is applied for where the carriage is paid.

3378. Suppose the carriage to be paid at Birmingham; supposing the goods going to Bridgenorth, your point would be Wolverhampton; you consider that if those goods were lost, you would have to prove that you delivered them at Wolverhampton safely into the hands of a regular carrier?—The company would have to produce the goods, or have to pay the value of the goods.

3379. You consider that it would not satisfy your engagement to show that you delivered them into the hands of a regular carrier at Wolverhampton to go to Bridgenorth?—I consider that the regular course of proceeding would be, that the company would be responsible for the production of the goods, or their value. Suppose an accident which did not occur in their hands, they would show that they had delivered them to a responsible carrier, and he would be liable to the company.

3380. Your liability would continue all the way to Bridgenorth?—To that extent, certainly; and this is the principle on which the business has been conducted, and is conducted at the present day by the carriers. Whatever liability the carrier who sends goods to places beyond his line now is subjected to, the company also assume.

3381. You take upon you the responsibility of delivering them to a safe carrier?—Yes; whatever security is now obtained by the public in sending goods by a carrier to points not actually travelled over by his own connexion, precisely that is obtained in dealing with the railway company; there is, perhaps, some attempt to throw dust in the eyes of the public, and to make it appear that the carriers' business is a great mystery, but there is no difficulty in it whatever, more than in any other business.

3382. *Chairman.*] In the table of charges you have given in it is stated, "No article, single, less than 1*s.* 6*d.*;" is that for any distance?—That is the charge between Birmingham and Liverpool or Manchester.

3383. Suppose a parcel is sent by the railway from Birmingham to a less distance than Liverpool or Manchester, would it be subject to a less charge than 1*s.* 6*d.*?—I am not aware what is the precise rate charged in such cases.

3384. Are you not conversant with the rates of the company?—I am, but not in such minute detail; the minute details of the charges for each separate article do not come under my cognizance, in the ordinary course of the business.

3385. The company having the entire monopoly of the conveyance of small parcels, do you know whether it has ever been considered by them, whether it would be profitable to diminish their charge with a view to increasing the number of their small parcels?—It has been so considered, and the rate charged for small parcels on the Grand Junction Line by the coach trains has been accordingly considerably reduced; it is now very small, and it is very probable it may be still further reduced; we carry small parcels 30 miles for 6*d.* by our coach trains.

3386. Viscount *Sandon.*] Do you make an equal charge to persons in trade and out of trade?—Yes.

3387. Whether they are the carriers of large quantities or small?—Yes.

3388. By the regular parcels' trains, what is your charge now for a small parcel between Birmingham and Liverpool, or between Birmingham and Manchester?—The charge for a small parcel from Birmingham to Liverpool is 1*s.* 6*d.*, including booking and delivery to the consignee; the charge for a short distance is proportionably less; for 30 miles we charge only 6*d.*

3389. Has the charge for the whole distance been reduced from the commencement?—The charge for the entire distance has not yet been reduced; the charge for intermediate distances has been.

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3390. Do you know whether the subject has been discussed of reducing the charge for the whole distance?—It has been under the discussion of the directors, and would probably have been done before now but for the suspense of an arrangement which it was thought desirable to propose to other companies who send parcels over our line.

3391. Sir *John Guest.*] Are you aware that a very large reduction has taken place in the conveyance by coach within the last three months, with a practice of charging uniformly to all places to which the coach goes?—I am aware that some reduction has been made, but I am not aware of the particulars of it; I think it likely that the charges will be considerably reduced.

3392. Mr. *Easthope.*] Do those charges for parcels include the porterage and delivery?—It includes all charges of booking and delivery.

3393. You receive them in Birmingham?—Yes, and deliver them in Liverpool or Manchester, as the case may be.

3394. You do not collect them from any places in Birmingham?—No, we do not collect them; the parties generally bring the parcels to the railway station to be sent, but we deliver them free of cost on arrival.

Sabbati, 28° *die Martii*, 1840.

MEMBERS PRESENT.

Mr. Easthope.	Viscount Sandon.
Mr. Greene.	Lord Seymour.
Sir John Guest.	Lord Granville Somerset.
Mr. Loch.	Mr. Thornely.

LORD SEYMOUR IN THE CHAIR.

John Moss, Esq. called in; and Examined.

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3395. *Chairman.*] YOU are the Chairman of the Grand Junction Railway Company?—I am.

3396. Are you in the direction of any other railway company?—I am deputy chairman of the Liverpool and Manchester.

3397. What is the number of the directors of the Grand Junction Railway?—Fifteen.

3398. What is the number of the directors of the Liverpool and Manchester?—Fifteen.

3399. Do you know how many are in the direction of both those companies?—Five out of fifteen.

3400. Are you interested in any canal property?—Not any.

3401. With what other railways, besides the Liverpool and Manchester, is the Grand Junction Railway now connected?—A Bill has passed the House of Commons for amalgamating the Chester and Crewe with the Grand Junction.

3402. That is now, in fact, the property of the Grand Junction Company?—It will be when the Bill passes into a law.

3403. What is the length of that railway?—Twenty miles.

3404. Is there any other railway with which the Grand Junction is connected besides that?—Not any; there are other railroads which we join, and, of course, we afford mutual accommodation.

3405. Have any complaints from carriers been brought before the direction of the Grand Junction Company?—Mr. Chorley will be better able to answer that question; I should say very few.

3406. The Grand Junction Company are themselves carriers now?—Yes, they have been so from the first, and they contemplated being carriers when the Act of Parliament was obtained.

3407. You gave evidence before a Committee in the end of 1837, upon the subject of mail conveyance, did you not?—I did.

3408. Do you remember at that time stating that the Grand Junction Railway Company did not wish to be carriers at all?—I do not remember the words, but

but I think it is very likely; there was at that time a strong feeling at our Board that the carriers ought to be employed.

3409. Do you remember stating that the railway company only considered themselves as toll proprietors, and wished to derive their profits from tolls only?—I think it is very likely.

3410. Subsequent experience has induced you to alter your views upon that subject?—It has.

3411. You find that the railway company must derive its profits not only from tolls, but from the conveyance of passengers and goods?—Yes; but I do not think the railway company are entitled to derive profits from the conveyance of passengers and goods beyond a moderate profit upon the money they are compelled to employ in the carrying department.

3412. You think they must undertake that business themselves, instead of leaving it, as you formerly supposed they would, to other parties to undertake?—Decidedly, I think it is quite imperative.

3413. Did you not at one time try to get persons to take the whole locomotive power on that railway?—On both the Liverpool and Manchester, and the Grand Junction.

3414. Have you ever tried that mode on the Grand Junction?—I have myself spoken to persons about taking it; the feeling of the Board was, if possible, to have got persons to take it.

3415. Do you think the railway company will be enabled to perform the whole carrying business on that line in the event of the carriers abandoning the line?—I am sure they will, because I see that the Liverpool and Manchester now do so; they have been carriers from the first, exclusively; my opinion was in favour of the carriers: but on the Liverpool and Manchester there is hardly a complaint from the public; and the last week we took 5,870 tons of merchandize, in different parts of the line, and 2,067 tons of coals, making 7,937 tons carried upon the line.

3416. Are the goods collected at Manchester and delivered at Liverpool entirely by the servants of the company?—They are collected in Manchester; I do not think that they are delivered at Liverpool; I think they pay something for the delivery; we give notice to the persons for whom they are intended.

3417. You have no complaints on the Liverpool and Manchester Railway?—I hardly remember one.

3418. Have you had any claims made upon you on the Liverpool and Manchester for loss or damage?—Frequently; one very serious one for silk, which was burnt on the line, and we had no notice of its being silk before it was sent; I think the law would not have compelled us to pay for it, but we paid the money, 3,000*l.*

3419. Viscount *Sandon.*] Have any actions been brought against the company?—Not one, that I am aware of.

3420. *Chairman.*] The Liverpool and Manchester Company are bound by their Act to carry for a certain price, are they not?—They are.

3421. They are limited to a maximum, not only as regards tolls, but as regards locomotive power, and any other expenses incurred in the carriage?—Yes; it is a maximum gross charge; that was Mr. Huskisson's fixing; he insisted on our fixing a gross amount for the charge.

3422. Do you know whether or not they charge now the full amount of that to which they are entitled by the Act?—They do not.

3423. Do they charge less in all cases?—I am not certain as to some small articles, but in cotton, sugar and corn, they charge less; they charge 10 per cent. less in most cases.

3424. Can you state what comparison the maximum bears to the charges by the canal?—The present charges by the railway are the same as those by the canal.

3425. Have you ever lowered or increased your charges since you first commenced?—I think we commenced at 11*s.*, and lowered; the price of the carriage of a ton of cotton before we commenced was 15*s.*; we took at 11*s.* as our maximum, and have since gone down to 10*s.*

3426. There are other means of communication between Manchester and Liverpool, are there not?—There are.

3427. Will you name those?—The Duke of Bridgewater's Canal, and the Old Quay Company, and the Mersey and Irwell, and also the Leeds and Liverpool; but the latter route is very circuitous.

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3428. What is the difference in the time of the delivery of the goods between Manchester and Liverpool by railway, as compared with the canal?—That depends upon the state of the tide; the canals have so much improved their system of management, that they deliver the next day.

3429. Do the railway company deliver the same day?—Frequently, but not always; the canals carry up the river by steam now; they use steam-boats.

3430. Can you state what is the charge made by the Liverpool and Manchester Railway Company to the Grand Junction Railway Company, for the accommodation they afford them at Liverpool, and the services performed by their servants there?—They do all our business at Liverpool; we pay them, I think, 1*s.* 9*d.* per ton for the porterage of the goods.

3431. What other charges are there; are there not some for the accommodation they afford you at the terminus for the use of the station?—(Mr. *Chorley.*) There is a clause in the agreement between the two companies, the Liverpool and Manchester and the Grand Junction companies, by which the Liverpool and Manchester undertake to furnish accommodation, such as is required for their conducting that part of the business, providing engine sheds and other things, at a rental of six per cent. on the actual outlay.

3432. (To Mr. *Moss.*) Are they bound to furnish accommodation to any extent you may wish?—Yes; in case we do not agree, it is to be referred to arbitration.

3433. Mr. *Thornely.*] What is the sum paid at the Grand Junction goods station at Wapping by the Grand Junction Company?—Twenty-one pence per ton for conducting the business. That station belongs entirely to the Liverpool and Manchester Railway Company; I do not think they make anything by it, but they found it so much easier to conduct a large business than a small one, they were anxious to have all the business under their own eye; they can load the waggons better by having it all under their charge.

3434. The Liverpool and Manchester Company can transact the whole business to a greater advantage than if it were divided between the different companies to transact it?—Yes.

3435. *Chairman.*] Then if there is any complaint about the preference shown to one carrier over another in the accommodation at Liverpool, that is a question belonging rather to the Liverpool and Manchester Company than to the Grand Junction Company?—Exactly so; and if there were to be any preference, it is likely to be against the Grand Junction; for the carriers have made their own agreement, independently of us; they give the company 3*d.* or 6*d.* a ton more than we do, and the company probably would rather receive 2*s.* 6*d.* from the carriers than the 1*s.* 9*d.* from the Grand Junction.

3436. Do not the Liverpool and Manchester Company complain of the number of carriers who carry on the Grand Junction line to their terminus?—They took our goods at a low price, stating, that they thought they could manage the thing so much easier by one set of porters than by having different porters; it would be almost impossible to get rid of the quantity of goods, if they had a number of carriers, each loading at his own station and taking his own time.

3437. Can you state whether it is the general wish of the directors of the Grand Junction Company to be the sole carriers on their line?—I should say they see the necessity for it rather than feel the wish.

3438. Mr. *Loch.*] Will you have the goodness to state the necessity, in their apprehension?—Because all the complaints we have are complaints of the acts of the carrier, not of the company. Frequently I hear that we have charged too much. I say, "Can you tell me the case?" and it turns out it is some carrier who has charged too much for porterage, or too much for the carriage, though the company get the blame.

3439. *Chairman.*] If the Grand Junction Company were to be the sole carriers on their line, they would be unlimited as to the charge they should make for the carriage of goods?—Certainly, that is a reason for establishing a price for locomotive power.

3440. Do you not think it would be fair towards the public, that the Grand Junction Company should be limited in a manner analogous to that in which the Liverpool and Manchester Company have been limited?—Certainly, if a similar limitation be applied to all railroads. It would not do for us to be limited, and others not.

3441. If it were applied to all railroads joining up to yours you would not object?—No; all joining up to us; so that they should not be enabled, by our low price, to charge a higher one themselves.

3442. The Grand Junction Company, not being limited, and the Liverpool and Manchester being limited, what are the comparative rates for which the two companies carry?—I should say, without being able to go into exact details, they are nearly the same per mile. We have altered our rates several times.

3443. Have you reduced those rates?—Always reducing, wishing to bring the rates down to compete with the canals.

3444. You think it for the interests of the company to carry at a cheap rate, with a view to increasing their business?—Certainly.

3445. Do you think that the directors will feel that interest, to the same degree, when they have no carriers on their line?—I should say to a greater degree.

3446. In the rates you take for small parcels, you charge 1*s.* 6*d.* for every parcel carried from Birmingham to Liverpool?—Yes.

3447. Do you think that charge is made with reference to the expense it occasions you for this conveyance, or is it made for the purpose of bringing in a large profit?—It is one of the sources which we calculated upon as a part of our revenue; it is lower than the same parcels paid by the coaches previous to the railroad being opened.

3448. Viscount *Sandon.*] To what degree is it lower?—I should say 25 per cent. lower; there was nominally a charge of 2*s.*, but there was also a charge for booking and delivering.

3449. *Chairman.*] Has it ever been under the consideration of the directors to lower the charge?—Yes; and I think they must do it soon, or the Post-office will take all from us.

3450. Does the 18*d.* now include the delivery as well as the carriage?—Yes, and without any charge for booking.

3451. You do not consider yourselves answerable for a parcel unless it has been booked, do you?—(Mr. *Chorley.*) We have no means of ascertaining that the parcel has passed through our hands unless it is booked; but if there are means of ascertaining that, we should become answerable.

3452. You allow persons to send their parcels without booking them?—(Mr. *Moss.*) We enter the parcel, for the purpose of protecting the public.

3453. On the Grand Junction Railway have you arrangements at every intermediate station for the receipt and delivery of goods?—Not at every station yet; we are going on gradually to make them.

3454. You do not allow the carriers to carry to intermediate places?—Not as carriers; we take their goods.

3455. The company insist on being the carriers themselves to all intermediate places, for the sake of their arrangements?—I should rather say we have not been able to make arrangements for any but ourselves.

3456. You allow no discount on the carriage of those goods?—No, we do not allow the carriers a discount at those places; the carriers' goods are taken, if they wish it.

3457. You have not arrangements at every station yet for the receipt and delivery of goods?—We have not at every place; we have at Warrington, Stafford, and Wolverhampton, and are going to make one at Whitmore, which is the point of communication with the potteries, and we are going gradually on to make them at all.

3458. Mr. *Thornely.*] You deliver parcels at every station on the road?—Yes.

3459. Viscount *Sandon.*] Do not the places you have mentioned comprehend almost all the business places on the line?—Yes.

3460. *Chairman.*] Suppose a person sends a large package to a place at which you have no station as yet for luggage-trains, how would that package arrive at its destination?—A large package would go by one of the coach-trains. Anything a coach could take would, of course, go.

3461. Viscount *Sandon.*] Your observation as to want of communication applies only to goods, not small parcels?—Just so.

3462. Mr. *Thornely.*] To the extent to which a coach would deliver a parcel or package you have arrangements at every station?—Yes.

3463. *Chairman.*] Have the company the carrying of small parcels entirely in their own hands?—We ought to have.

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3464. You have an agreement with the carriers that they shall not carry any small parcels enclosed in larger packages?—Certainly.

3465. You have the security that the carriers will not so carry packages, by making the delivery of parcels so carried more slow than those carried by the passenger-train?—I do not know that we have; for instance, the smaller parcels going by the coaches would go sooner than the small parcels going by the waggons, but both would be delivered next morning; all goods we receive in Birmingham before nine in the evening are delivered in Liverpool the next morning.

3466. They are equally delivered, whether they go by the passenger-train or the luggage-train?—Yes.

3467. Then the only security the company have that the carriers will not send them, is by the agreement they make with them?—Yes; and as most of the parcels come from Birmingham, the London and Birmingham Company do not give the same accommodation with their waggons; they are more tardy with theirs; a package containing parcels sent from London this afternoon would not start till to-morrow morning; it gets to Birmingham to-morrow evening, and goes on the next morning, so that it takes two nights and one day to get from London; whereas a parcel delivered in the London station would be at Liverpool to-morrow morning by the coach-train.

3468. Mr. *Loch.*] What is the cause of that delay, in your opinion, on the part of the London and Birmingham Company; is it for the purpose of giving a preference to parcels carried by the company itself?—I apprehend so. Mr. Baxendale, the great carrier, was the manager of the one line, and carrier on the other; he was the greatest carrier on the canals. I believe the reason they give is, that the road was not in a state to be travelled by night.

3469. *Chairman.*] The small parcels you carry to Liverpool are delivered by the servants of the Liverpool and Manchester Company?—The parcels which come by the passenger-trains are delivered by our own servants; they come by the coaches, and we send them round directly by our own van.

3470. Then they must be sent round more quickly than those brought by the carriers?—Two or three hours sooner.

3471. Then you have still a great advantage over the carriers for the conveyance of small parcels?—Certainly; but in fact the carriers have engaged not to take small parcels.

3472. Have you ever suspected that the carriers have violated that agreement with respect to small parcels?—We know that they have.

3473. How do you know that they have done it?—I should say our first knowledge of it was by an accident which happened upon our line; that was the first which I heard of it. A waggon was thrown down, and we found, after the accident, many more packages and small parcels than had been declared to us by the carrier; the fact being, that some of the packages must have been broken open by the accident, and thereupon a quantity of small parcels come out, directed to different individuals.

3474. When you suspected that they violated that agreement, did you take any measures to discover the truth of it?—I believe that our agent at Birmingham took some measures, but the Board did not wish to press it; they told him that he must not do anything that was contrary to what was strictly regular.

3475. Mr. *Thornely.*] Are you aware that the carriers profess to take small parcels of patterns, and so on, free of any charge?—That we allow them to do ourselves.

3476. *Chairman.*] Do you think the directors generally are satisfied with the security they have in the more rapid delivery of small parcels by their own trains?—I do not think they are, for they find that the carriers are deceiving them.

3477. What other security do you think you should have?—We have no bye-laws at all at present; I think we should have some very strict; we have always felt, that though we had power to make them, it was better to wait till we saw what might be required.

3478. Supposing you were the sole carriers on that line, it would be equally profitable for any person to send a package by your conveyance if it was full of small parcels; he might equally make a profit by it?—He might; but I do not think he could do it legally.

3479. What

3479. What legal measures could you take to prevent his enclosing in a box, for instance, a number of small parcels?—We might hear from somebody who had got them, and then I think we could prosecute him for a fraud upon the company for having so sent them; that is the course I should recommend to the Board; if we cannot prosecute them, of course they must be at liberty to do so; all persons who send goods by us are compelled to declare what they are.

3480. Are they compelled by Act of Parliament?—Yes, different articles pay different rates.

3481–2. Suppose an individual to send a large box from Liverpool to Birmingham, do you allow him, when it arrives in Birmingham, to send his own porter to fetch it away?—(Mr. *Chorley*.) All goods sent by the passenger-train are delivered free of cost by the company at Birmingham; we also deliver free of cost to the receiver at Birmingham all goods that go by the luggage-train; but if the receiver of the article at Birmingham wished to send for his own goods, instead of having them delivered to him by the company, of course the company would deliver them in that manner, in place of carrying them to the customer's own house or warehouse.

3483. Suppose a person sends a package to your railway station at Liverpool, without stating whether it is to go by one train or another, but directing it to an individual at Birmingham, what would be the natural way in which that package would be conveyed?—There could be no mistake at Liverpool, because the station for goods is at a place very nearly a mile and a half from the station from which parcels are sent, therefore, if a person brings a package to the station from which the passenger-train goes, it is plain he means it to be sent by the passenger-train.

3484. Does it not frequently happen that persons send their luggage by the passenger-trains, though not accompanying the trains themselves?—(Mr. *Moss*.) Sometimes.

3485–6. On the Liverpool and Manchester Railway, if a package is so sent, is there a limit to the charge in your Act with reference to the class, or does it apply only to the luggage-trains?—It applies to luggage-trains only.

3487. You think that for a portmanteau you might charge by a different rule from that laid down by that clause?—If it went by a coach-train.

3488. Viscount *Sandon*.] Would it be limited by any table fixed up in your office?—Yes, at so much a pound.

3489. *Chairman*.] The charge for parcels sent by the passenger-trains is limited by certain tables fixed up in your office?—Yes. There is the same clause in the Liverpool and Manchester Act as in all Acts, that the parcels are to be considered as goods.

3490. For what reason did the directors of the Grand Junction Company insert in their agreements with the carriers a clause to bind the carriers to charge no less a sum than the railway company themselves charged?—It was partly owing to the wish of the Board to give all the carriers a fair trial; they told us that they could afford to do business at 20 per cent. discount, which would leave them a moderate profit. It was understood that that profit might be 2*s*. 6*d*. a ton; but we said, "It will not do for you to give part of this 2*s*. 6*d*. to the public, because then you will be both injuring each other and us; in fact, giving part of our profits, or allowance to you, to the public. We will agree to go as low as you can recommend us to go;" the carriers themselves were the fixers of our rates more than ourselves; we might have gone lower if advised to do so by them.

3491. It was done, not for the good of the carriers, but in justice to your own company?—For the good of the carriers and ourselves; for they stated that one person might say, "I am a carrier," who had very little business, and, if he was allowed to go round to the Birmingham manufacturers, and give them 1*s*. 6*d*. of the 2*s*. 6*d*., he might keep 1*s*. for himself, thus making an unfair use of our allowance of 20 per cent. It was as much their wish as our own, fearing that some of the carriers might not play fair to the rest.

3492. Have you ever compared the rates at which the Grand Junction Company carry, with the rates at which the canal carries between Birmingham and Liverpool?—We never can tell at what the canals do carry; the carriers will not give us any information; they are in fact carriers upon the canal much more extensively than they are upon the railroads: they do not give us a fair share of the business; their object is to continue to carry by the canal.

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3493. You said that there were 15 gentlemen in the direction of the Grand Junction Company?—There are.

3494. How often do they go out of the direction?—Three go out every year, and cannot be re-elected for a year.

3495. Sir *John Guest*.] Does that arrangement operate well in your company?—I do not know what to say; I should not recommend it as a general measure.

3496. You might happen to lose a very useful director by that rule?—We might; I think it would be desirable that the company should have the power of re-electing some part of the direction; if instead of three going out every year five went out, and one or two of them could be re-elected, that would be better.

3497. Mr. *Loch*.] In the case of the Liverpool and Manchester Company, are you permitted to re-elect?—Yes.

3498. *Chairman*.] Do you think that arrangement insures the same system of policy being pursued in the management of the company?—I think it does; at the same time I think it would be desirable that it should be made matter of certainty that some directors go out every year, for then the company can get rid of directors who are not quite satisfactory, without an unpleasant feeling.

3499. You are not, you say, a canal proprietor?—I am not.

3500. Are you aware that canal proprietors are not allowed to be carriers on their own canal generally?—I should say it is quite the reverse; the Bridgewater Trust are, and the Mersey and Irwell are both carriers between Liverpool and Manchester.

3501. You are not aware that by the later Acts canal proprietors are prevented from acting as carriers on their own canal?—I am not aware of that at all.

3502. Mr. *Easthope*.] If there were any regulation by which canals generally were prevented from being carriers, and their interests were identified with their being carriers, could not they do it by indirect means, by allowing persons in whom they had confidence?—No doubt they could; and it is notoriously done.

3503. And if railroad directors were precluded, would not they resort to the same means?—No doubt of it.

3504. With reference to a former question, what do you understand to be the limitation imposed upon the Liverpool and Manchester Railway Company?—They are compelled to carry goods, and to be carriers at a certain price above their tolls; that price amounts to something like the average of 1 ¼ *d.* per ton per mile, rather more than 1 ¼ *d.* I think; as far as our railroad is concerned, if it should be the opinion of Parliament, we should have no objection to the same limit upon ourselves, provided all other railroads connected with us were compelled to take the same. There may be railroads which could not afford to do it, by having worse gradients than we have; ours are not good, but there may be others opening to ours which are worse, and perhaps they could not afford to do it at the price; but as far as we are concerned, I think if the London and Birmingham, and other railroads, are content, we should be willing to come under the same regulation.

3505. Was that limitation imposed on the Liverpool and Manchester at the time of the Act being granted?—It was.

3506. Was any such limitation proposed to you at the time of your applying for your Act?—No; we made quite a point of the tolls in the Committee on our Bill.

3507. Would you consider that such a limitation being imposed upon you now would be fair, unless the same limitation was imposed on canals, and on every species of property of that kind?—Yes, I think it would, under the limitation I have mentioned.

3508. Have the goodness to state why you think your case is distinguishable from that of canals?—Because a railroad must in its very nature be a monopoly. I think it would be very imprudent to encourage carriers to find locomotive power. I think that the power ought not to be taken out of the hands of the company, and that therefore it is fair there should be a maximum to their power of charging as carriers. I do not think the term 'reasonable' is always to be the thing judged of by companies.

3509. What

3509. What would be reasonable in respect to companies as carriers would depend, in your opinion, on the quantity of goods to be carried upon the canals and upon the cost of the railroad?—It has nothing to do with the cost of the railroad, that is the toll; the quantity of goods will have something, but I do not know how much, to do with it, for I presume all railroads will have more than one train of goods, and therefore when it comes to a second or a third or a fourth, it is the same price, having reference perhaps to the gradients.

3510. Viscount *Sandon.*] Does the cost of the coke enter much into the consideration of the 1¼*d.*?—No; I do not think it is divisible into farthings on the different railroads.

3511. Mr. *Easthope.*] Do you not think that where the quantity of goods is very large, and where the quantity of goods is very small, the company can afford to carry the larger quantity at a lower proportionate rate than the smaller proportionate quantity?—Of course; I am looking to a great company like the Liverpool and Manchester, or the Grand Junction Company; I do not look to small companies in answering the question; my remark applies only to railways connected with our own.

3512. In the case of a railroad, where the quantity of goods was comparatively small, you would consider that the quantity would bear upon the question of the charge?—Certainly it must do so, because if they have to go off with half a load, of course the cost will be the same as if it were a whole load.

3513. Viscount *Sandon.*] It might be left perchance to the same authority to settle the question of the rate, adjusting it to the peculiarities of each railroad on some given principle?—I cannot tell what authority could possibly do that; I think that would be very difficult.

3514. Mr. *Loch.*] You have stated that the Liverpool and Manchester Company are not only permitted to be carriers, but they are actually required to be carriers?—Yes.

3515. And that they are obliged to carry for a certain sum not exceeding a maximum, including tolls?—Yes.

3516. The Grand Junction and the Liverpool and Birmingham Companies have no such restriction in point of maximum?—None.

3517. It is your opinion upon the whole, looking to the communication by railroad upon a large scale, both in respect of carrying goods and conveying passengers, that it would be just to the public that some such limitation as is imposed on the Liverpool and Manchester should be extended to railroads in a similar condition?—I should rather say we have no objection to it than that it would be just. I see much more of the necessity of the company being the sole owners of the engines than I did, and therefore, along with that I should myself say the public have a right to expect that some price should be fixed which they can be certain of having their goods conveyed for.

3518. Mr. *Easthope.*] If you could feel relieved from the imputation of being monopolists, you think it unfair that you should be interfered with?—I think the very nature of a railroad makes us in some degree monopolists.

3519. Up to the present state of things?—Yes, and I do not see any remedy for it; and I think the public will be more satisfied to know what they have to pay than leaving things in their present uncertain state.

3520. If you could see any mode by which the public could have all the benefit of competition, then you would consider that it was unfair thus to interfere?—There certainly would be no occasion for the interference, if any plan could be pointed out by which the public could have competition.

3521. Mr. *Loch.*] On the Liverpool and Manchester line the company are the sole carriers?—They are.

3522. They are limited in point of amount of charge?—Yes.

3523. Have you not to enter into competition with three canals?—Yes.

3524. On two of those three canals the proprietors themselves can carry, and the private carriers carry upon all?—Yes; I am not sure as to the private carriers carrying on the Duke's canal to Manchester.

3525. The Grand Junction are carriers themselves upon their line?—They are.

3526. But they are not exclusive carriers upon their line; there are other carriers which enter into competition with them?—Yes.

3527. The London and Birmingham do not carry at all themselves?—No.

3528. They leave the competition open to other carriers?—Yes.

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3529. It has been stated to the Committee that the competition between the railway company and private carriers is not likely to continue long, inasmuch as the company will be enabled by one means or another to drive the private carriers off their line?---I should say that it is rather that the company do not see the necessity of employing private carriers to be their agents, as they must do all the business.

3530. Then, in point of fact, it is for the advantage of the public as well as for the interest of the company, in your opinion, that the company should be the carriers upon their own line?—Certainly.

3531. That being the case, the company being the sole carriers upon their own line, if there is neither a limitation in point of maximum, nor a competition such as I have mentioned took place in the Liverpool and Manchester, does not the public run some risk of having the price raised upon them after the company become the sole carriers?—I should say, whether the company are the sole carriers, or whether the carriers do the business, the real competition is between the railways and the canals; it is the canals that cause the competition, because the company can just as well charge the carrier a high price as he can charge the public a high price. There is the toll to begin with, and then a reasonable price for finding the other parts; of course, whether we are carrying for the public, or whether we are carrying for the carriers, we have an equal power of imposition, if it may be so called, unless there is some competition from the canal; and the canal is the real competitor.

3532. But, in your opinion, is the canal such a competition as would enable the public to derive all the benefit from railroad conveyance that it would otherwise derive, unless there were some restriction in point of amount of charge?—Perhaps not; the railroads and canals perhaps might together combine to charge the public a high price.

3533. Is there anything to prevent their doing so?—Not at all; and I should say, if the railroad company are to employ the carrier, he must charge an extra price to get it back from the public; all we give to the carrier beyond the real expense to ourselves is so much laid upon the public.

3534. In the event of the company not employing the carrier, all that money will go into the pocket of the public?—Yes.

3535. Unless by some state of things an arrangement could be made between railroad and canal companies to combine against the interests of the public?—Certainly.

3536. You stated that you thought, that if a limitation were placed upon other railroad companies, somewhat upon the principle that exists in the Liverpool and Manchester Act, of something above a penny farthing a ton per mile, added to the gross amount of tolls, that would be upon goods not an unfair limitation?—That was the price that was fixed 15 years ago, and I think it might fairly be introduced now in similar cases.

3537. And that with regard to the conveyance of passengers somewhere about 1½*d.* should be added to the gross toll?—Upon the Liverpool and Manchester there is a maximum including all charges for goods; upon the London and Birmingham there is a maximum for passengers, not for goods; that maximum is 2½*d.* upon the London and Birmingham; upon the Grand Junction the maximum is rather smaller; upon the London and Birmingham they are allowed to charge 2*d.* per passenger per mile, to which is added 1½*d.* for carriage and power, making a total of 3½*d.*; the Grand Junction maximum is the same as the London and Birmingham, for toll, namely, 2*d.* per passenger per mile; but their maximum for toll and carriage together is different, namely, the first class, four inside, is 3½*d.* per mile per passenger; the second class, six inside, is only 3*d.* per mile per passenger, or a halfpenny less than the London and Birmingham; the third class, uncovered, is only 2*d.* per mile per passenger; that gives nothing for carrying, but merely for tolls.

3538. *Chairman.*] Was that in the first Act that was introduced?—Yes, in the original Act. The tolls and charges were much discussed in the Committee on the Bill, before being agreed to.

3539. Mr. *Loch.*] Then in the London and Birmingham Act there is a maximum for the carriage of passengers, including toll?—Yes; they are allowed to charge a reasonable price for all articles, so that it does not exceed 1½*d.* upon passengers.

3540. Then the average rate of charge upon the Grand Junction is not so high

high as the average rate of charge upon the London and Birmingham?—No, not so high.

3541. The charge upon parcels, private carriages, and horses, has no limitation whatever by either Act?—No.

3542. Provided the London and Birmingham continue the same system that they are now acting upon, that of allowing private carriages to go upon their line, and they do not themselves become carriers, and suppose the Grand Junction continue their system, and that the result of their system should be that all the private carriers should be kept from coming upon the line, how will you, as carriers up to Birmingham, be enabled to continue the carrying of your goods up to London?—We are now discussing an arrangement with Chaplin & Horne, who will agree for 10*s.* a ton to receive all the goods in London; that is, they charge the public only whatever they pay the London and Birmingham and ourselves, and the extra 10*s.* a ton; for this amount they deliver the goods in every part of London.

3543. Is that 10*s.* to cover the expense of conveying goods from Birmingham to London, including locomotive power?—No, it has nothing to do with it. The London and Birmingham Company's charges upon the average might be 1*l.* 8*s.* 6*d.*, or something of that kind; then ours might be 1*l.* 3*s.* or 1*l.* 4*s.* up to Birmingham; to which we should add 10*s.* for Chaplin doing all the work, carting all the goods, and collecting them all, (for the proposal is for them to collect all the goods), to deliver them in all parts of London, to have warehouses for collecting and delivering, and, in short, to do the whole business; that would be much cheaper than the present system; the total charge per ton would be about 3*l.* 2*s.*

3544. Does that 3*l.* 2*s.* include the charges that the Liverpool and Manchester Railway Company impose upon you?—Yes, it includes everything; by that means the public would get their goods delivered in London very much cheaper than they do at present; the carrier would be merely the carrier from the station at Camden-town into London.

3545. Would the same trains go on from Liverpool to London?—Yes. The waggons go on now; they never think of breaking bulk.

3546. What saving do you consider that would be to the public as compared with the transmission of goods at present?—It would be a very great saving to the public, not so great a saving to people in trade; the carriers allow a large sum to persons in trade. I consider that to persons in trade it would be a great saving, but to persons out of trade receiving goods, I consider it would be much more so.

3547. But you cannot state at all what the amount of saving to the trade would be?—A gentleman one day complained that he was charged very high between Liverpool and London. I told him that if he would write me a note, stating what the charges were, I should be obliged to him; and this is the note of Mr. Fletcher, dated 9th January 1840.

3548. Lord *G. Somerset.*] What business is he in?—A timber merchant in Liverpool. He complained that he was charged high. In this note he says, "The rate of carriage I paid on a package to London per railway, per Pickford, was 6*s.* per cwt.; if the package is under 28 lbs., the charge is 2*s.*; the same rate, 6*s.*, is charged also from London." I do not know the quantity that was sent; I met Mr. Fletcher in company, and I requested him to send me a note informing me of the charges. I have also seen a charge made by Pickford & Co. to Messrs. Wright & Co., Gray's Inn-lane, for two wheels and axles weighing 14 cwt. (which ought to be as low as anything); they charged, including porterage, equal to 4*l.* a ton from Liverpool to London.

3549. Mr. *Easthope.*] Cast iron?—I conclude so.

3550. Mr. *Loch.*] Do you happen to know whether that came by water conveyance?—No, by railroad; because it was written outside that it was owing to the railroad high charges; I saw the ticket; that was the 19th of November 1839.

3551. Were those high charges made by you, and by the London and Birmingham Railway Company?—No; the goods were sent by Pickford.

3552. What did that reference on the parcel refer to?—It was the ticket. —(Mr. *Chorley.*) Of that 4*l.* per ton, which appears upon that statement to have been charged to the receiver of the wheels in London, the proportion which the carrier, in delivering those goods on the Grand Junction line, would have to pay to the company for cast-iron would not exceed 1*l.* 2*s.* 6*d.*, and the

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difference would be, I suppose, for the carriage charged between Birmingham and London, and for the delivery and porterage in London.

3553. Have you the means of stating what the charge of the London and Birmingham Railway Company would be?—It would be difficult to say; but it cannot exceed 30*s.* in any case.—(Mr. *Moss.*) I should think 28*s.* 6*d.* would cover their average charge upon all goods.

3554. Then the difference goes in the profit to the carrier?—(Mr. *Chorley.*) There is also the expense of porterage and delivery in London, which we must estimate, in order to calculate what profit was put into the pocket of the carrier.

3555. What would that be?—As Messrs. Chaplin and Horne will agree with us to undertake it for 10*s.* a ton, I should say that it cannot exceed that amount. —(Mr. *Moss.*) It would be less than that.

3556. When did this arrangement between you and Chaplin and Horne commence?—Mr. Chaplin informs me he is ready to commence immediately.

3557. Then after that period the Grand Junction will become carriers of goods all the way from Liverpool and Manchester to London?—Yes; at least Chaplin and Horne will be the carriers, they undertaking to pay us our price, and the London and Birmingham Company theirs.

3558. They will be carriers from Liverpool and Manchester to London?—Yes; paying the two companies their sums, and only charging 10*s.* a ton for the trouble in London.

3559. What interest has the Grand Junction Company in that agreement?—It will increase our London traffic. At present, owing to the enormous prices made, we cannot get our proportion of goods; the carriers charge so high. All the carriers are anxious to carry the goods, but we cannot get them to carry at a moderate rate of profit.

3560. Mr. *Easthope.*] Do I understand you, that you have been led to make this arrangement with Chaplin and Horne, in order to reduce the charge of carriage to the public?—Certainly.

3561. To make it uniform, and prevent individual instances of extortion?—Exactly.

3562. Viscount *Sandon.*] They bring their traffic upon your line?—Yes. In short, we cannot at the present moment say what an article will cost that is sent by carriers to London.

3563. Mr. *Thornely.*] In the case of this plan being adopted, who would be responsible to the public for the goods, the company or Chaplin and Horne?—We should be responsible, the goods being delivered to us in Liverpool, to show where the loss is.

3564. Mr. *Loch.*] You hold out your own liability to the public for goods delivered to Chaplin and Horne; does the liability remain with them as carriers?—The question of reponsibility is one of a legal nature, which I do not pretend to answer; but my view would be this, that we cannot escape responsibility, whether we deliver goods to Pickford & Co. or Chaplin & Co.; somebody must do the business after it leaves our hands, and our getting Chaplin & Co. to do that which Pickford & Co. do now (for that is all we intend), does not alter the responsibility.

3565. How do the goods get into your hands at Liverpool?—We collect them at Liverpool.

3566. Then having collected them, you conceive that you will incur the ordinary liabilities of a common carrier?—Yes, as we do now.

3567. And that you will be answerable for anything that happens to the goods from the time they are delivered to you in Liverpool until they are delivered in London?—Yes.

3568. Lord *G. Somerset.*] The liability begins at Liverpool, where you collect the goods, and of course continues along your line; but, under the proposed arrangement with Chaplin and Horne, would you consider yourselves liable to the consignors of those goods or consignees till they got into the possession of the consignee?—There is no question that if we take them in Liverpool we are answerable to deliver them in London.

3569. Suppose then a party in London should undertake to forward goods by different railroads, by the London and Birmingham, and by yours, and then by another railroad to the north of England, do you conceive the party taking them would be answerable for them for the whole distance?—I think he would; we

we consider so; we have paid within the last week for some articles we took, which were lost going to another place.—(Mr. *Chorley.*) The responsibility would be regulated in that case as in the case of common carriers, by the ordinary custom of trade. As I understand it, in case of compensation for damage, the compensation is applied for at the place where the carriage is paid. In case of the goods being brought to be carried, and the carriage being paid throughout at the time, the custom of the trade is that the party who receives the carriage is considered responsible. It is precisely the same custom as has been adopted by those carriers, most of whom are in the habit of forwarding goods to places with which they have no direct connexion.

3570. Then admitting the law to be the same with regard to your mode of conveying as with regard to persons using horses or canals, do you conceive that the railroad company, being carriers, would undertake the responsibility of conveying goods from one railroad to another, and so on throughout six or seven different concerns, to a very great distance; do you think any railroad company would like to undertake that?—(Mr *Moss.*) I think they would.

3571. You may say to a party in Liverpool, "I will guarantee your goods arriving safely up to a certain point," that point would be London; but when goods came from London to Derby, or Leeds, or York, do you think any railroad company could, with advantage to itself, undertake that liability?—We now do so with regard to small parcels conveyed by different railroad companies.

3572. You do not feel that an inconvenience?—No; we convey small parcels to Derby.

3573. Mr. *Loch.*] And when the railroad is open to York, would you undertake the responsibility of goods to be delivered at York?—Yes, we must incur the liability, or we shall not get the business.

3574. Lord *Granville Somerset.*] You being the parties liable, must take into account in your charge that liability as part of the risk, and therefore expect greater interest?—My own opinion is, that the loss is really so trifling, that there is not any great risk.

3575. But you being the parties receiving the goods in the first instance, will have a much greater liability than intermediate parties?—I think, myself, that the smallest per centage would cover the whole losses. In the same way, I do not know how far we are liable for damages by fire, and yet we insure a large sum.

3576. The liability of the London and Birmingham Railway Company would be very great, in comparison with the liability of the railway company between Birmingham and Derby, and Derby and York, would it not?—They would make some arrangement, and be very careful as to their agents.

3577. Sir *John Guest.*] Do you weigh the bales or packages that go by the railway; would there be any difficulty as to the protection of the public receiving packages in London, to mark the goods in Liverpool where they are collected, with the sums which are to be paid in London for the carriage?—That is our intention; that is one of the objects of our arrangement with Chaplin and Horne, to mark upon everything when it is taken in, what sum is to be paid, including delivery.

3578. So that the public should know what they were to pay?—Yes.

3579. Mr. *Loch.*] Where does Chaplin begin to take up the goods, at Liverpool or Birmingham?—We should take them up in Liverpool.

3580. And deliver them to Chaplin and Horne at Birmingham?—Yes: they will have a warehouse at Birmingham, in case of goods arriving too late, to put them in, but in the ordinary course all the goods would go on direct in the same waggon they do now.

3581. Are they to receive their remuneration in the same way as the carriers do that now use your line?—No: we should perhaps lower the rate, generally speaking; we have not yet fixed what price, but whatever price we charge, that they are to consider as the first step; then there is the price of the London and Birmingham the next step, and they engage for 10*s.* beyond those sums to do all the work.

3582. Then in order to encourage them to come upon your line, you give them the benefit, and through them the public, of lowering the rates?—Yes.

3583. Supposing all the carriers that now use the line should be thrown off the line, what security have the public that Chaplin and Horne will not raise their fares upon the public?—Because the real competition must be between us

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and the canals. If Chaplin and Horne did raise the price, we should employ somebody else instead of them.

3584. You think that the canals will be able to keep up that competition with you?—I think so; but then I have no objection to a limitation, which will give satisfaction to the public, for I am anxious to give satisfaction to the public.

3585. Mr. *Easthope.*] Do you stipulate with Chaplin and Horne that their charge in no case shall exceed the sum agreed upon?—Yes.

3586. One of your great objects is uniformity of charge?—Yes.

3587. If a penny farthing is a fair price upon the Liverpool and Manchester railway for the conveyance of goods, where the traffic is a thousand tons a day, ought the charge not to be increased where the quantity is very much smaller? The Liverpool and Manchester are supposed to carry a thousand tons a day; in the event of the traffic being very much smaller, ought not the charge to be increased in consequence of that?—It is quite reasonable it should be so.

3588. Mr. *Thornely.*] The 10*s.* you allow to Chaplin and Horne is 20 per cent. upon the whole line through, between Liverpool and London?—Yes: but they have the expenses in London, and also the cartage from Camden Town; that forms a great part of the expense.

3589. Mr. *Easthope.*] And are they to provide warehouses?—Yes. In Liverpool and Manchester we pay 1*s.* 9*d.* for doing all the business; the same business could not be done in London for 6*s.* I think they have to cart 4 miles; they have to collect and deliver goods in every part of London, and every person would find his package with the price marked upon it, and there would be no possibility of imposition by or quarrelling with the carter.

3590. Lord *Granville Somerset.*] You have stated what your rates of charge on the Liverpool and Manchester are; the first articles are clay, slate, and timber; the Parliamentary maximum upon those is 8*s.* a ton, and your charge is 8*s.* per ton?—Yes.

3591. At one time you charged rather more, did you not?—Yes, at one time we charged the maximum; we did not charge more; we could not.

3592. The next item is sugar and grain; upon those do you charge the maximum price?—No, we charge only 8*s.*

3593. You have stated to the Committee the possibility of making a maximum price with tolerable justice to the public, and at the same time fair remuneration to the companies; the Parliamentary maximum has not been adopted by you universally?—It has not; in some cases it has.

3594. In some articles it has been diminished a little, in others a great deal; does that diminution, in the cases where the diminution is great, or even where it is little, arise from the calculation that you can afford to give the public the advantage of that diminution, and still have a fair rate of profit, or does it arise from the competition of carrying by other means being so great as to force you to lower the charge to prevent a lower means of conveyance superseding yours?—It arises from the competition of canals.

3595. Therefore when I see that the Parliamentary charge for the conveyance of eggs is 14*s.* and that you charge 10*s.* 6*d.*, that you conceive arises from competition in the conveyance of eggs?—Yes, eggs come direct from Ireland, and of course they are to be carted to our railway, and the chance of breakage compels us to say we will take a low price, and therefore the advantage of speed is in some degree lost by the disadvantage of breakage.

3596. Tea, upon which you may take 14*s.* you now charge 12*s.* 6*d.* for?—Very likely.

3597. At one time you charged 11*s.* 8*d.* for it; would your answer with regard to tea be that the reduction in the charge was made upon the same principle of competition as in the case of eggs?—Yes, but that does not affect the question of carriage, it is rather a question as to interfering with our tolls; whatever the prices may be for carriage, we should take those off the tolls rather than not meet the canals.

3598. On the Liverpool and Manchester railway, where you are bound to carry within a certain maximum, upon some articles you charge the maximum price, upon others you diminish the price very considerably; I take the article of tea, which at one time you charged as low as 11*s.* 8*d.*, the Parliamentary maximum being 14*s.*, and upon which you now charge 12*s.* 6*d.*; can you state why, in 1832, you carried the tea at 11*s.* 8*d.*, and now, in 1840, you charge

charge 12 *s.* 6 *d.*, being 10 *d.* more?—No, I can give no reason; Mr. Booth, the company's agent, doubtless can.

3599. Now I will take certain articles upon which the Act of Parliament is silent, namely, ale, bacon, butter, and tallow; tallow is a very important article, is it not?—Yes, a very good article to carry.

3600. Your present charge for tallow is 8 *s.* 4 *d.*, and for bacon, ale, and butter, 9 *s.*; can you state to the Committee why the charge in one case is greater than in the other?—Because of the competition of the canal.

3601. Then, in every case, it is not so much the cost price to the company that you consider as the competition?—Exactly.

3602. Therefore, were competition removed, you would put on a higher price than you do upon those articles while competition remains?—Butter and bacon are very good to carry, which makes both the canals and ourselves anxious to get them.

3603. Is not tallow a very good article to carry?—Not so good as ale, bacon, and butter; the loading is more difficult.

3604. But are not ale, bacon, and butter articles in which speed is of some importance; articles that it may be very desirable to carry with the greatest celerity?—The bacon and the butter both can go to Runcorn at once, without transshipment.

3605. That is a disadvantage to you?—Yes; but those are subjects that have never come under the notice of the Board. I cannot state the prices; Mr. Henry Booth, who is our treasurer, and Mr. Comber, will give the Committee the reasons. I do not remember the discussion of any prices to have been ever brought before the Board.

3606. How came the clause to be inserted in the Liverpool and Manchester Act which renders it imperative that the company should be carriers, whether they like it or not, at certain prices?—Mr. Huskisson said he was certain that there would never be another railroad from Liverpool to Manchester, as there had been so much trouble in getting that Act. He was President of the Board of Trade at the time, and therefore he said, "I must insist that you put maximum prices in the Act."

3607. That is with regard to the prices; but my question refers to the clause compelling the company to become carriers?—We said we could afford to carry at those prices. We said that the price for carrying cotton was 15 *s.*, and that we could carry it for 11 *s.*; and Mr. Huskisson tied us down to carrying it at that price.

3608. In the case of the Grand Junction Bill, was there any discussion upon the propriety of a similar clause being put into the Act?—I think not.

3609. At all events the parties in the carrying trade at that time in Liverpool were satisfied with the way in which the business was going on between Liverpool and Manchester?—Quite so.

3610. Did you try to have private carriers upon the line between Liverpool and Manchester?—Yes.

3611. What success had you?—We tried them by every means, but did not succeed.

3612. Is there not a private carrier, who comes from Bolton and uses part of the Liverpool and Manchester line?—There is, Hargraves & Co.

3613. How many miles from Manchester does the Bolton line join the Liverpool and Manchester?—About 10 or 11 miles from Manchester.

3614. Mr. *Thornely.*] Is there not a private carrier upon the North Union Railway?—The same individual.

3615. Mr. *Loch.*] Is he the lessee of the road?—Yes; the Liverpool and Manchester Company find the locomotive power for him.

3616. Lord *G. Somerset.*] You stated, that in the discussions with the carriers about the 2 *s.* 6 *d.*, you objected to letting the public have any part of that 2 *s.* 6 *d.*; will you explain the reason for that?—There was a wish to give the carriers a trial. I was very anxious for it; I inquired and ascertained that their profit as carriers was supposed to be a fair one if they got 2 *s.* 6 *d.* net to themselves, and that was the sum which I put down as being a fair price to leave them a margin to put into their own pockets; the rest of the money was considered to be what it would cost them upon the goods. Then came the difficulty, that a very small carrier was to go round Birmingham, and to endeavour to get people to give him their goods, he giving them a part of the 2 *s.* 6 *d.*; of course

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that would do away with both the intention of the carriers and ourselves, which was that all should have an equal chance.

3617. Do you consider that any person would go round Birmingham, and collect goods at a lower rate than other parties did, unless he himself expected to make a profit upon that?—One person who had a very small business might be glad to employ his team at less than 2*s.* 6*d.* profit to himself.

3618. Why in that case should not the public have the advantage?—Because we intended that to be an inducement to the carriers to do the business.

3619. Supposing a carrier could do the business for less than 2*s.* 6*d.*, and still have a profit with which he was satisfied, what objection would there be to that?—Because, we should say, if you can afford to give this benefit to the public, it would be better for ourselves to give it to the public, and so increase our traffic.

3620. You have the power in your hands; if you found that the carriers could convey at less than 2*s.* 6*d.*, you might reduce the charge?—No, that would make us carry upon our own line at a higher price than the carriers.

3621. Because you gave them 20 per cent. back?—Yes.

3622. If you gave the carriers an advantage in a different way, you would not have that as an objection; if instead of making a positive charge upon them, and reducing the price you charged them by 20 per cent., you allowed them a drawback of 20 per cent. on the amount charged, you would have no objection to a carrier reducing the charge to his customers?—We give him 2*s.* 6*d.* a ton for his own profit.

3623. Upon what public grounds should you prohibit his doing that business at a lower rate if he chooses so to do it?—Because we think that if we give a person 2*s.* 6*d.* a ton for doing part of the business for us, upon the quantity of tons he brings us, and he goes and says to the parties, "I can do it for less than the company, I can be a carrier for less than the company themselves," it would be an unfair thing to the public and an unfair thing to us.

3624. He would charge the public less, and therefore to that extent he would diminish your custom; you may be quite right, looking to your interest, in guarding against that, but ought not the public to have the advantage?—No, I think not, because I would rather do that ourselves, than allow any of the carriers to do it for less than 2*s.* 6*d.*, in order to give it to the public.

3625. Is not that the system of competition, one charging less than the others, and thereby reducing the charge generally?—We were anxious to preserve a regularity of price.

3626. Therefore, in fact, your proposal was made in order to prevent injurious competition to your own carrying?—My own opinion is that it was done to please the carriers; to protect one against another.

3627. Was it not, in short, in order to keep up the price against the public?—It was not to keep up the price; and as a proof of that I may mention, that we have thrice lowered the charge since that time materially; the object was to have a regularity of price; we have been always more anxious than the carriers to lower prices.—(Mr. *Chorley.*) When the reduction appeared to be desirable it was made by a uniform reduction of the rates; it was thought undesirable that the carriers, by making partial allowances, should introduce a fluctuating system of rates, which might have exposed the company to the imputation of extortion; but the company were desirous of lowering the rates as soon as they could, and they did so by making a general reduction.—(Mr. *Moss.*) We equally object to charging too much as charging too little; in short, this arrangement with Chaplin and Horne is to prevent carriers charging too much.

3628. Your agreement with the carriers was to the effect that they should never charge less than you charged?—Just so.

3629. There is no statement in that agreement that they should never charge more?—The company, being carriers, would prevent them charging more.

3630. In Mr. Chorley's letter or memorandum of the 17th December 1838, in his agreement with Messrs. Pickford, there is this expression: "Messrs. Pickford & Co. not to charge their customers, either directly or indirectly, less than the rates specified in the table;" you take very great care that carriers shall not charge less than you do, but you do not take care that they shall not charge more?—We having fixed upon those rates, which were hung up in our office, people would naturally come to us if carriers had charged more than we did.

3631. After have taken a higher rate, what induced you to take a lower rate

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of charge to carriers; you began upon the average of 25*s.*, and you went down to 22*s.* 6*d.*?—The goods did not come to us at the higher price.

3632. It was the competition of the canal which led to that?—Yes.

3633. When your whole system of conveyance by railroad is completed, do you think that the canals will be able to compete with you in a variety of articles?—I think they will for a great variety of articles; they compete with us between Liverpool and Manchester, and I conclude the same thing will take place in the instance of the Grand Junction Railway.

3634. Between Birmingham and Liverpool, where there is a much greater length of distance, and also only two means of water conveyance, will those compete with each other, and with you, sufficiently to secure a low price?—No doubt of that.

3635. You think they will always check your prices between those two places?—Yes.

3636. And therefore, practically, between Liverpool and London?—Yes.

3637. It was in consequence of that that you reduced the prices?—We have a very small portion of goods yet, and we have it in contemplation to lower still more.

3638. You have stated that you have changed the opinion you formerly entertained as to the expediency of the company being carriers, and that you now think that they ought to be the only carriers; is that opinion with a view to the advantage of the company, or is it with a view to the advantage of the public, by ensuring more safety and regularity?—I should say, certainly with a view to the advantage of the public. I am quite certain we could have got the public to pay an extra price beyond what we have fixed with the carriers; but the complaints which I hear of the management of the carriers, leads me to the conclusion that it is very desirable that the company should be the sole carriers.

3639. With regard to the working of the railroad, do you think you conduct it in better order?—We have found it worth our while to give up to the Liverpool and Manchester Railway Company the management of all the business at Liverpool, rather than attempt to have two agencies; of course, the more business there is given to any one person to do, the lower he can afford to do it at. That may be carried almost to any extent; for if there are to be eight or ten carriers, they must all obtain a livelihood as agents.

3640. With regard to the secure transmission of goods, not only taking safely, but to any amount, the goods that may be brought to you at once, do you think you could benefit the public by making your arrangements more perfect than they are?—Yes, much more perfect.

3641. Do you think there would be greater certainty in the forwarding of the goods, if they were entirely under your own management, than if you were to forward different carriers' goods as well as your own?—Certainly; because each carrier has his own separate warehouse, and if we receive the goods from each carrier, we cannot know, till late in the day, what will be the amount; whereas under the other system, we are throughout the day getting them all ready, and the same porters would do the business cheaper.

3642. But in such a town as Liverpool you could not collect all the goods?—They are brought down to the railway.

3643. Then you do not know till the last moment what is the amount?—If there are 10 carriers, each carrier may have his half-waggon full; what are we to do with them?

3644. That is the way in which you think the public would be benefited by your having the monopoly?—Yes, that is one way.

3645. Has any remonstrance been made as to the time at which your waggon-train leaves Manchester or Liverpool?—(Mr. *Chorley*.) There have been communications addressed to the company upon the subject of the time of departure of the waggon-trains. The parties want a later hour; I cannot state the hour positively, because it does not come within my own department, but I know that representations have been made, and that the time of departure has been, of necessity, fixed with reference to the possibility of dispatching the goods from Birmingham to London. The London and Birmingham Railway Company compel us to do our business by night, in consequence of dispatching their trains early in the morning. Now, were the time of departure from Manchester fixed later, it would be impossible in many instances to get the goods

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on in time to proceed by the London and Birmingham train, which will not wait for us beyond a certain hour.

3646. It has been stated that goods must be brought to the station at Manchester to be packed not later than seven, and that the trains do not leave till nine; it has been also stated that the trains have waited at Warrington an hour and a half?—It is possible that the Manchester train may have occasionally waited at Warrington for the arrival of the train from Liverpool; but I do not know that that detention could be well avoided, because it is considered extremely dangerous to send by night two trains at short intervals from each other; and it is necessary, therefore, to take the waggons on from Warrington by one train.—(Mr. *Moss.*) If those are goods going to London it must be the fault of the carriers, because the carriers fix their time; they know the time of starting is nine.

3647. The statement made to this Committee is this: that the carriers are obliged to bring their goods into the warehouse at Manchester by seven o'clock in the evening, or otherwise they will not be received, and that the baggage-train does not start till nine, and that it has happened not unfrequently that the baggage-train from Manchester arrives at Warrington some considerable time, in some cases an hour, and in some an hour and a half, before the baggage-train from Liverpool, and that thereby the Manchester train has been waiting at Warrington. What explanation can you give of the hours not being so arranged that, for the convenience of the people of Manchester, the baggage-train might start only just in sufficient time to meet the Liverpool train at Warrington?—(Mr. *Chorley.*) The hour of departure from Manchester is not fixed with reference to the necessity of waiting for the Liverpool train, but it is fixed with reference to the ordinary casualties to which a train of goods is subject travelling by night, from the state of the weather, and possibly the engine being unable to perform its work within less than a certain time. The hour is fixed, independently of the Liverpool train, with reference to the capability of the train arriving at Birmingham in sufficient time for its dispatch to London.

3648. How is the time with respect to the baggage-train to Liverpool calculated?—I am not aware of the precise hour, but I believe it is calculated on the same principle.—(Mr. *Moss.*) If the complaint is well founded, an arrangement that is convenient for the trade of Manchester will be made.

3649. The complaint is this, that your baggage-trains from Manchester start at nine, and that your warehouses there are shut at seven for the receipt of goods?—We have no warehouses there.

3650. Are you not responsible for the goods?—Not for the carriers' goods, which they have themselves arranged for with the Liverpool and Manchester company.

3651. You are so far responsible to the public for goods sent from Manchester as well as from Liverpool?—We have no complaints as carriers made to ourselves.—(Mr. *Chorley.*) The time has been fixed with regard to the possibility of getting the goods loaded in the waggons before the time of departure which it has been necessary to fix.

3652. The statement that has been made is this, that there is an inconvenience in shutting up the warehouse for the reception of goods at Manchester so early as seven, and that it would be a very great advantage, supposing two hours to be necessary for the package, that the train at Manchester should start at 10 instead of nine; that in spite of all that inconvenience those goods are kept sometimes an hour and sometimes longer, at Warrington, because the baggage-train from Liverpool has not arrived?—It cannot be from that cause, because the time fixed for the departure of the luggage-train from Liverpool, I know to be earlier than that which is fixed from Manchester, and that the time for receiving goods at the Liverpool station is also earlier than that at Manchester; and the Liverpool train very often waits at Warrington for the Manchester train; these are casualties to which a business conducted as this is by means of two forks, is necessarily subject; but the time fixed for departure from Manchester is later than the hour fixed for departure from Liverpool, and therefore the Manchester train can only have to wait at Warrington for the Liverpool goods in consequence of some unforeseen casualty.

3653. Mr. *Loch.*] It has been stated to the Committee, that in consequence of the arrangement at the Manchester station, the carriers have not time given to them to weigh the goods, and have the sum marked upon their packages, when

when they are delivered over to the company to be carried?—The circumstances came before the directors in this manner: there was a communication addressed to them by certain merchants in Manchester, stating, that their correspondents in London had made a complaint that the carriers delivered to them in London the goods without the proper weight marked upon the packages, which rendered them unable to check the accuracy of the charge; and that the carriers in Manchester, who forwarded the goods, upon being remonstrated with, alleged as the reason of their not marking its weight, that the Manchester company who were doing the business for the Grand Junction Company did not allow them sufficient time at the station to mark the weight on the goods. This was brought before the directors in a communication addressed to one of the directors, Mr. Winter, and the answer which was made by me to the parties in question, by order of the Board, was, in the first instance, that the marking of the goods was a matter that belonged to the carrier, and with which this company could not interfere; but that it could not be just to state that the omission arose from any act of the company, or of any of the persons employed as their agents, because the carriers were bound to deliver the goods by weight to the company, therefore that they must have had, at the time of dispatching the goods, the weights in their possession, and there could be no difficulty in their putting the weights upon the goods at the time they were dispatched, or when they delivered them. They give us, at the time the goods are brought, a declaration of the weight of the goods which they had in their possession, before they came into our hands, therefore, had they been disposed to mark the weights, there would have been no difficulty in doing it; but they did not choose to do it, and they were glad to excuse the omission, by alleging that time was not allowed by the Grand Junction Railway Company.

3654. Lord *G. Somerset.*] Can you give any explanation of the following advertisement, signed by the chief agent of the Grand Junction Company: "The public are respectfully informed that, with a view of affording accommodation as far as the company's means will admit, Messrs. Pickford and Co. and other carriers have been allowed to convey goods on this line. This arrangement is not intended to interfere with the company's own business as carriers, to which a preference is reserved." The object of that advertisement would appear to be to frighten the public?—(Mr. *Moss.*) I recollect the time; it was just after we had commenced carrying goods, and agreed with Messrs. Pickford, our agent heard they were going about and saying they were the sole carriers, and had the preference of the railroad, and he therefore put in that advertisement; the Board never authorised it, and they were displeased with him for doing it.

3655. Then it was done by an over zealous servant without authority?—Yes; he had been in Messrs. Pickfords' employ before himself, and had seen the manner in which carriers had got possession of goods, but the Board was as much surprised as any person on seeing that advertisement.

3656. "On the 6th of January," it is stated, "the luggage-train arrived at Warrington at 10 o'clock P. M. with 19 trucks, and the Liverpool train arrived at the same place at half past eleven, with 18 trucks; they had to wait there for some trucks of the Grand Junction Company's business, of the road business, which the carriers do not interfere with." The witness says there were eight or nine trucks from Jockey lane, which is in the neighbourhood of Warrington. The question is then asked, "For how long a period were those former trucks allowed to wait for these trucks? I am not clear as to how long they had to wait, but they could not start till three o'clock in the morning." Consequently you will perceive that the statement is that the baggage train from Manchester arrived at Warrington at 10 o'clock, and was delayed at Warrington five hours and a half; that was on the night of the 6th of January?—Capt. Cleather is quite prepared to go into the question if the Committee would wish to examine him upon it.—(Mr. *Chorley.*) It was a case of casualty by no means to be taken as a specimen of the ordinary course of the business.

3657. There is another point relative to the same evening with respect to the trucks of your company being forwarded in a much larger proportion than the trucks of the carriers?—(Mr. *Moss.*) The accident happened after they had carted, and so far from our trucks taking any preference, those trucks that are next to the engine must have the preference; it was owing to the slippery road or the engine breaking, and we had no means of taking the trucks off.

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3658. It has been stated that "there were 16 of the company's trucks with pigs and 12 with goods; one of Pickford and Co.'s loaded with Birmingham goods, and two of Kenworthy's for London.—Was any reason given why this particular one of Pickford's and two of Kenworthy's were forwarded, and more than 20 left behind? No, I am not aware of any."—We should take the pigs on account of their lives, but whenever an accident happens we are of course compelled to take those that are next to the engine.—(Mr. *Chorley*.) Suppose the train consists of 40 waggons, and the engine is unable to take more than 20, the engine must take those nearest the engine.

3659. There is another case: "The Manchester train arrived at Warrington at 10 minutes past 10, and the Liverpool at half-past 12," making therefore a delay in the arrival of one train after the other of two hours and 20 minutes. Was that case brought before the directors?—I am not aware of the circumstance; but casualties of this kind will occur, and of course it is impossible to prevent them.—(Mr. *Moss*.) Sometimes slippery rails, from frost, will occasion delay.—(Mr. *Chorley*.) It happens to our passenger-trains as well as to our goods trains.—(Mr. *Moss*.) We start to meet at Warrington, and every delay is a greater inconvenience to us than it is to the public, in interrupting the road.—(Mr. *Chorley*.) If any distribution were attempted to be made in such cases, the only result would be that all the goods would be left upon the rails.

3660. *Chairman*.] It was asked, "Where were the London carriers' trucks placed upon the train, before or behind? First.—Did they belong to Messrs. Pickford & Co., Bache & Co., Robins & Co., and Kenworthy & Co.? They did.—Were they left behind, or were they not? They were left behind.—Were all the trucks of the company forwarded at the same time that they left the carriers, or were any of them detached? There were two or three of the company's left behind, by mistake.—How do you know they were left behind by mistake, and not by intention? I have a report in my hand, which was made by a party who was present at the time; he says, 'There were also left four of the company's for Stafford and Wolverhampton, but this was by accident in getting out the guards' truck, and Mr. Rievley was much enraged at it, and told the guards that he was master and would be obeyed?'"—I am persuaded that there must be some error in the particulars, because the superintendent at Warrington knows no distinction between any classes of waggons; his orders are simply to carry all that he can, if he can forward them all; and what is left behind, his order is to forward as quickly as he can.—(Mr. *Moss*.) I do not see how it is possible, in the dead of the night, to know whose goods they were, even if the engineer had been disposed to do wrong.

3661. Viscount *Sandon*.] Are they marked outside upon the tarpaulins?—Yes; but the people on the road know no distinction between the carriers and ourselves. Their orders are to get the goods forward without exception as quickly as possible.

3662. *Chairman*.] This question is asked: "Can you state how many belonged to the private carriers, and how many to the company as carriers? Yes; 26 trucks belonged to the Grand Junction, and 21 to private individuals.—When it was found out that those four engines were not of sufficient power to draw the whole 47 trucks, which of the trucks were taken away? The first eight were taken away.—Were those exclusively carriers' trucks? Yes."—(Mr. *Chorley*.) The only distribution that could have been made in those circumstances, I am persuaded, from what I know of the business of the line, would be in case of pigs; an effort would be made to separate the pigs, and carry them on. Pigs die if left too long crowded in the waggons.

3663. "Were the whole of the remainder, namely 39, conveyed on? Yes, they were taken on.—Those 39 belonged to the Grand Junction Company? Yes.—How were they laden? Ten with pigs and 16 with goods.—Is it a great object to take on pigs immediately? I am not aware."—(Mr. *Moss*.) As the Chairman of the Board I should say that it is an extraordinary thing that those parties made no complaint to the company; that we, the company, desirous to hear complaints at all times, never heard of them.

3664. Lord *Granville Somerset*.] There was this question asked: "Have any representations been made to the Grand Junction Company with regard to either of these cases?—No, I think not; they have occurred only during the last month." This was evidence given on the 21st of February?—But it occurred six weeks before, and I should have thought that the parties would the

next

next day have remonstrated with the Grand Junction Company, if such had occurred.

3665. With regard to your arrangement with Chaplin and Horne, are they simply your agents?—They are to act as deliverers of goods in London; the London and Birmingham not being carriers, they must pay the price to the London and Birmingham, and deliver the goods themselves.

3666. They are to be the carriers so far as the London and Birmingham are concerned?—Yes.

3667. They are to be your purveyors in London and your distributors in London, and your carriers between Birmingham and London?—Yes, but I am in hopes that the London and Birmingham will follow the same course as we do, and become carriers.

3668. The train which is loaded for Messrs. Kenworthy in Liverpool would arrive without breaking bulk in Camden-Town?—Yes, it does so now; each company find trucks for all the carriers upon the line; in fact the business is really done by the London and Birmingham, although nominally done by the carriers; they, the company, find the trucks, and the engine, and the road.

3669. Mr. *Loch.*] The trucks are loaded by the carriers' servants?—Yes.

3670. Viscount *Sandon.*] Do the trucks arrive generally from Liverpool at the London and Birmingham station without breaking bulk?—Always.

3671. Mr. *Loch.*] You are to lower the rates to Chaplin & Horne?—My wish is this, that the public should derive the advantage of railroad conveyance: we have no power of controlling the London and Birmingham Company; whatever price they charge, the public must pay it; our charge will be from 22*s.* to 25*s.*; then Chaplin and Horne will only be allowed to put on 10*s.* for managing, and for all their trouble of delivery in London, and the carriage from Camden-Town; so that whatever the railways charge, that will be all the public will have to pay, with the addition of 10*s.* to Chaplin and Horne, as deliverers in London of the goods.

3672. You do not give them any advantage beyond that which other carriers have?—No.

3673. Is it your opinion that it is hardly possible for a railroad company to be carriers upon their own line, and private carriers continue also?—It is my opinion that it is judicious for a company to be exclusive carriers upon their own line; that it is best for the public, and best for the railroad company.

3674. You think that it is hardly practicable for the private carrier to remain long in competition with the company?—I should say he was never in competition with the company; but it is not judicious to employ the private carrier as the agent of the company, which he now is.

3675. If he were not restricted in price by an agreement with you, would he not be in competition with you?—If he was not restricted in price he would not be in competition with the company; he would charge his own extravagant price, the same as on the London and Birmingham.

3676. If you carried for less, and delivered for less, you would bring down his prices?—It would be impossible to have two prices, one for ourselves, and another for our agent.

3677. Your mode of putting it is this; that if you furnish locomotive power, and the means of weighing, and the trucks, and the road, that then by merely putting the goods on board your trucks, and delivering them in Liverpool, they are acting only as your agents, and not as independent carriers?—Quite so.

3678. Then if they were enabled to do that portion of the business which they do for themselves at a lower rate than the company would do it at, the public would benefit thereby?—If they charged the public less; but they cannot do it so low as the company; and they do not, in fact, charge the public less.

3679. Then if they cannot do it so low as the company they cannot exist as carriers?—No.

3680. Then as you are enabled to do your business better and cheaper than they are, they inevitably must go off the line?—Yes.

3681. In 1837 you were asked, "have you any power to remedy that?" that is, the regulation of the speed; your answer is, "I should say that we have the power of making bye-laws, and perhaps under that power we could regulate the speed; but then the same bye-laws apply to ourselves as to everybody else. Every individual in the kingdom has a right to become a carrier upon the rail-

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road, upon the same terms that we are."—At that time we all looked to the probability of other parties having locomotive engines upon the line. In regard to bye-laws I am quite aware that we have the power; but I should say it is not judicious to make them; we would rather abide by the common law of the land, and wait for the existence of the evil before we attempt to provide a remedy: even directors of railroads have not had sufficient experience to enable them to judge how railways can be best worked and dealt with, or what is really required, and proper to be done.

3682. Then the result of your experience is, that up to a certain point a railroad company must have the monopoly of carrying on their line?—Certainly; and I go further than that and say, it was an injudicious step our taking the carriers on.

3683. Lord *G. Somerset.*] Do you happen to know that the carriers ever charged but 1*s.* 6*d.* for a small parcel from Liverpool or Manchester?—I am not sure; they know that they ought not to carry any parcel, after their agreement with us not to do so.

3684. Are you aware that they have been in the habit of charging not more than 1*s.* 6*d.* for small parcels?—I believe that they charge nearly the same price as we do.

3685. But the London and Birmingham go upon a different principle, do they not?—No, they do not.

3686. It is stated that the carriers by the London and Birmingham pack the small parcels together, and that they are charged by weight?—I have asked that question, and they deny that; both the London and Birmingham, and ourselves, allow persons to send what they call samples. I think it is the custom of all carriers to send what they call samples or parcels, not considering them as parcels, but allowing them to go free of charge.

3687. *Chairman.*] Do you think a man ought not to be satisfied with the advantage of sending parcels by the passengers' train, without interfering with packages which are sent by the luggage-train, though you suspect those packages to be parcels?—If the power of receiving the money which we calculate to obtain from parcels is to be taken from us, I would much rather it were given to the public openly than allow it to be taken underhand by the carriers. I think it may be a judicious thing to lower the rate on parcels, but I do not think it a desirable thing that a person being a carrier upon our line should, in an unfair manner, get possession of parcels, after expressly agreeing with us not to do so; I would rather the rate were reduced at once to such an extent as would prevent any inducement to the carriers to carry parcels by goods trains. The carriage of parcels formed part of our calculations of revenue; it is exactly the same thing as if the carriers made a false declaration of goods, as if they were to say they had any one article which pays 10*s.* a ton, when they had really an article paying 1*l.*; it would be the same thing: it is a fraud upon us I consider. They know that neither the Act of Parliament nor their agreement with us allows them to take parcels: they engaged with us that they would not carry parcels, and if they do carry them it is a fraud upon us.

3688. Viscount *Sandon.*] Is not the principle of charging upon different kinds of goods recognized in all your rates as established by Act of Parliament?—Yes.

3689. Lord *G. Somerset.*] With regard to the practice upon the Birmingham Railway, it appears by Mr. Bury, the superintendent of the locomotive power, that there is no doubt that the practice of packing parcels together, so as to be carried as goods, is done almost daily, and that he does not think a thing of that kind is worth the company's notice?—Mr. Bury, I may observe, is not an agent of the company.

3690. He is the superintendent of the locomotive power, and he had Mr. Creed at his elbow when he gave this answer to this question: "It has never been a subject of remonstrance or complaint?—It has not; I think it would be want of judgment on the part of the company to look too closely into those things, for the carriers are obliged to take many things for their customers for which they make no charge; I have no doubt they carry many for their customers free of charge"?—In consequence of hearing that evidence of that kind had been given, I saw the manager, Mr. Bruyere, and asked him if carriers were allowed to put parcels together; he is the road manager, and he said, "Certainly not;" that

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that the same regulations in regard to parcels existed upon the London and Birmingham as upon our own railroad. I inquired whether we could be allowed to collect parcels in London, and send them down in a package to Liverpool, and the reply was, "Certainly not."

3691. Viscount *Sandon.*] Were not parcels always considered as a separate and distinct source of profit in your calculation?—Always.

3692. Just as much as your distinct rates of charge upon goods of a higher value?—Exactly so.

Jovis, 2° die Aprilis, 1840.

MEMBERS PRESENT.

Mr. Easthope.	Mr. Loch.
Mr. Freshfield.	Lord Seymour.
Mr. Greene.	Mr. Thornely.
Sir John Guest.	

LORD SEYMOUR IN THE CHAIR.

Mr. *Andrew Comber*, called in; and Examined.

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3693. *Chairman.*] YOU are the agent of the Grand Junction Company at Liverpool, are you not?—Yes, as far as relates to goods.

3694. What is the exact nature of your office?—I am the agent to the Liverpool and Manchester Company; the Grand Junction Company transact their business on the Liverpool and Manchester Railway premises. I have the management of all the goods for both companies, and also for the North Union, the Bolton and Wigan, and the carriers who now carry on the Grand Junction. The fact is, I have the management of the whole of it; the premises of the Liverpool and Manchester Company are a good deal confined, and it would not do to have several establishments on the ground.

3695. Mr. *Thornely.*] The station belongs to the Liverpool and Manchester Railway Company, and you have the entire superintendence of it?—Yes.

3696. *Chairman.*] What is the nature of the agreement between the Grand Junction Company and the Liverpool and Manchester Company for giving accommodation to the Grand Junction Company upon the station belonging to the Liverpool and Manchester Company?—We charge them so much a ton on the goods for that accommodation.

3697. Not varying with the quality of the goods?—No, a ton of 20 cwt.; we do not vary according to the quality of the goods.

3698. What is the charge?—To the Grand Junction Company, I think, it is 1*s.* 9*d.* a ton.

3699. Have you agreements of the same kind with any other persons?—Yes, with the water-carriers upon the railway, such as Pickfords and the others, we charge them half-a-crown a ton.

3700. You charge the company 1*s.* 9*d.* and the carriers half-a-crown?—Yes.

3701. On what ground do you make that difference of charge?—Because the carriers give us only the light packages; it takes such an immense number of articles to make up a ton that it would not pay us. I made a bargain with Mr. Baxendale; he came down the day that he made his agreement with the Grand Junction Company, saying that I was to make an arrangement with him for the porterage, and he agreed without the least hesitation that half-a-crown would be the fair thing.

3702. Mr. *Thornely.*] Have you had experience yourself in the management of goods with other carriers?—Yes; I have been 10 years principal agent to Pickfords, and 10 years with the Railway Company since.

3703. *Chairman.*] Have you an agreement with any other persons?—Yes, we have an agreement with Hargreaves of Bolton, the North Union carrier.

3704. What is the nature of that agreement?—He used to do his porterage himself.

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3705. The charge is not merely for the use of the station, but for the station including porterage?—Yes; I do not know what the Grand Junction pay for the use of the premises; that is an arrangement with the directors, but we charge them 1 *s.* 9 *d.* for porterage, and we charge the other carriers half-a-crown.

3706. When you were asked what the charge for the accommodation offered to the Grand Junction was, you referred to the porterage, and not the accommodation at the station?—I understand it so; I believe that is the case.

3707. Do you know whether there is, or is not, any other amount paid for the use of the station in any way?—There is, it is included in the toll.

3708. With respect to Hargreaves, what do you charge him for porterage?—We charge him very considerably less, because his goods are of the heaviest description, and those which give the least trouble.

3709. You were understood to say that you charged by the ton, without reference to the nature of the goods?—To the Grand Junction, and the carriers on that line, we do; but Hargreaves' loading consists of timber, brimstone, grain, flour, &c. which give little or no trouble, and his goods are also chiefly up.

3710. What do you call up?—We call up, what goes from Liverpool; and down, what comes to it; his goods are chiefly up, and of the heaviest description, such as give the least trouble; we charge them only 5 *d.* a ton, and that will pay us better than their halfcrown.

3711. What do you mean by porterage?—The loading of the goods upon the waggons, and the entering them in the invoice books.

3712. When goods arrive, what do you call porterage?—Then it includes the unloading them.

3713. Does it include the delivery in town?—No.

3714. Does it include the delivery at any distance from the station?—No; if the parties have their carts ready, they put them into the carts; if they are required to remain, we let them remain on the premises for some time.

3715. Mr. *Thornely.*] Do you load and unload the goods into the carts on the station?—Yes, when required; but the carriers generally send their men to pick out the goods as they want them.

3716. When goods arrive at the station, do you unload them from the carts as well?—Yes, we load them from the carts that bring them to the station, and from the railway waggons we load them into the carts that are to take them away, if they are there; and if there are none there, we put them on one side, and afterwards put them into the carts.

3717. You superintend the carriage of goods on account of the Liverpool and Manchester Railway Company?—On their account solely.

3718. They are the only carriers on the railway between Liverpool and Manchester?—Yes, they are.

3719. There is another carrier to Bolton?—Yes, he pays the Liverpool and Manchester a toll as far as he goes upon the line; he turns off at Newton, and then he is the sole tenant of the Bolton Railway, and I believe of the North Union Railway also.

3720. In managing the business for the Liverpool and Manchester Company, does the company undertake the delivery of the goods to the persons to whom they are directed?—Certainly, and they let them keep them for several weeks, if required, without any charge.

3721. Do you deliver them in any part of the town?—No, we do not deliver them without a charge; we deliver them into the cart, but we do not send out anything without charging for it.

3722. The consignee sends his own cart, or pays for it?—Yes; if we do it, we charge.

3723. Do you make any charge for the porterage separate from the charge for the carriage of goods between Manchester and Liverpool?—No; the loading and unloading form a part of the rate.

3724. What do you charge for delivery in the town in cases where you have to deliver?—We only deliver shopkeepers' goods, and small things of that kind; for that there is a rate fixed by the magistrates. We charge, according to the distance, 6 *d.*, 8 *d.*, and 10 *d.* the package; but if there are two or three packages for one house, we charge but one delivery.

3725. If you deliver a ton of sulphur, or anything of that kind, what do you charge?—We never deliver those, they are always taken away.

3726. What

3726. What accommodation do you give to the carriers who carry on the Grand Junction line?—The same that we do to everybody else.

3727. The same that you do to the company?—Yes.

3728. Have the company a separate office for their goods?—No; the Grand Junction Company have no office. There is a small office, but it is the Liverpool and Manchester clerks who are there. We have lately made an enlargement of that office, in order to accommodate the carriers' clerks.

3729. The carriers have complained to this Committee that you took down the name of a carrier who put up his name over part of his office, that his customers might know where to apply to him. Will you state whether that did or did not occur?—It did occur; it was done by my order, and I will state why no other carriers have their name up, neither the Grand Junction, nor Bache, nor Robins; Pickford & Co. had possession of this particular warehouse. Their business was transacted for some years before the Grand Junction began to carry, for the purpose of their van trade. We never charged them anything for it; but, having been in possession of it for two or three years, it was established as Pickfords' warehouse; the public considered, in consequence, that Pickfords were the principal railway carriers; and they were rather interested in giving that impression to the public. When I saw that pasted on the window I had it taken down, as being unfair to the rest.

3730. Was that warehouse, which you say Pickfords had been in possession of for some time, a warehouse belonging to the Liverpool and Manchester Company?—Yes.

3731. Was it let to Pickfords?—We never charged them anything for it.

3732. You allowed them to occupy it without making any charge for it?—Yes.

3733. How long had they occupied it?—They had occupied it while they had their van, and also for Sheffield goods; they paid us 200*l.* a month for carriage at that time, therefore it was no object.

3734. On account of the large sum they paid you, you gave them that accommodation?—Yes.

3735. When he put up his name, you thought it unjustifiable?—I thought it unfair to the rest that he should have his name up, and nobody else, and he never asked permission for it.

3736. Sir *John Guest.*] What is the ordinary weight of heavy goods on a waggon?—A waggon should carry from three tons to three and a half; sometimes they put four.

3737. Practically speaking, what is the weight of goods ordinarily carried, such as the carriers generally carry?—We always make up three tons to three and a half, if we can. The reason we charge so much for their goods is because they are so bad to handle.

3738. *Chairman.*] Did any other carriers complaining occasion your taking down that?—No.

3739. You did that merely from consideration for the other carriers, and not for the company?—Yes; wishing to be impartial, I did not think that they should have that advantage over others, especially when they were representing themselves as the only or the best railway carriers.

3740. How did they represent themselves as the only or the best railway carriers?—I only know what they represented to me when the London and Birmingham was first opened; Pickfords had the advantage, because Mr. Baxendale was the sole director of goods there, and it was so arranged that they had an advantage.

3741. Would not the same fairness to the other carriers have been attained if, instead of taking down the name of Pickford, you had allowed the other carriers to put their names up also?—They never asked me for it; and I thought it was more consonant with our arrangements that no names should be up.

3742. Do you not think that putting up no names was giving an advantage to the Railway Company over the private carriers?—I do not think so, or I certainly should not have done it. Pickford's clerk sits on the right hand of the person going in; the Liverpool and Manchester clerk sits on the left, and both are equally accessible to a person coming in; it is perfectly open to both.

3743. When the goods arrive, whether carried by the Grand Junction Company, or belonging to the private carriers, do you unpack those waggons in the course

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course in which they arrive?—As nearly as possible; I have fixed upon two points of the railway which I consider by far the most convenient for the London carriers themselves. The up goods, those going from Liverpool, are fixed close to the tunnel mouth, so that the moment the waggon is loaded, it is ready to start, and cannot be interrupted by any other on the line. That is decidedly the best; for the down goods I fixed on a point considerably lower down the yard, towards the termination at Wapping. The line of the railway is 270 yards long. I fixed upon a place for the unloading, near to the bottom, but not quite. The quay is 20 feet above the lines of the rails at the tunnel's mouth, and it gradually slopes till it comes off to nothing. The point is fixed just where the carts could back to, and a man could take those light packages in his hands, and put them from one cart to the other, which is decidedly the most convenient to them; but then there is this inconvenience attends it, that sometimes when the line is crowded, which will happen occasionally, there is a difficulty in getting to the point. Now I have a statement here which will explain that. I have understood that it has been stated, that with respect to goods arriving at 10 o'clock A.M. the arrivals have been stated to be at the Grand Junction Company's warehouse; that is not the case, for that is the time they arrive at the mouth of the tunnel, the lower end.

3744. Where is the Grand Junction station for goods?—It is No. 5 Crane, about half way down the 270 yards of the line below the tunnel.

3745. Where is the shed for the private carriers?—It is perhaps 40 or 50 or 60 yards further, nearer to Wapping.

3746. Is it so that the goods train coming from Birmingham to Liverpool would come to the Grand Junction warehouse before it would come to the carriers' shed?—Yes; the train would have to pass that of course.

3747. Do you stop and unload any of the waggons at the Grand Junction warehouse, when they arrive there?—We generally put the carriers' waggons to their place of unloading first, and the statement I now hold in my hand will show how that has been done at different periods; and I have another statement which will show that if goods are very much wanted, we take them off the waggons before they come out of the tunnel, and the men take them on their backs up that flight of steps which is 20 feet high.

3748. Mr. *Loch.*] Suppose a train from Birmingham comes with the Grand Junction waggons first, and you wish to give a preference to the private carriers, where do you shift the waggons so as to give that preference?—At the No. 5 Crane we have to turn out of the line; we have offered the carriers to let their waggons go there if they wished it, but they prefer going down to the place originally assigned for them, and agreed to by themselves, on account of its being much more convenient and being more on a level, so that light goods, of which their goods principally consist, hat-boxes and millinery, and so on, they can hand from one carriage to another, and they prefer it even though they have to wait.

3749. Is that consistent with what you have heard has been stated by the agents of some of the carriers?—No; I have understood that the contrary has been stated.

3750. Does your statement apply to the same days that you understood to have been referred to?—Yes.

3751. It is stated that on the 22d February, the arrival of the Grand Junction train was at 15 minutes after 10 A.M., and the arrival at the lower shed of Pickford & Company's goods was at 30 minutes after 2 P.M., can you state whether that is correct, or whether it is not?—I believe it not to be the fact, for these reasons, that instead of the arrival at the No. 5 Crane at 15 minutes after 10, that was when it arrived at the tunnel mouth, and that the line was obstructed there for a considerable time before it got to the No. 5 Crane.

3752. At what time did it arrive at the bottom of the tunnel?—At 10. 15. A.M. and at the lower shed at 11 A.M. and some goods were delivered out at that time.

3753. *Chairman.*] It is stated in the paper you have produced, that a package was delivered from one of Pickford's waggons to E. Reeve of Liverpool at 11 A.M.—Yes; Reeve is a fruit dealer, and it therefore probably was some fresh fruit; it was delivered from the regular place.

3754. Have you ascertained that from Mr. Reeve himself?—No; I have not seen him, but that is signed by the company's clerk next to myself, Mr. Cochrane,

Cochrane, who manages that particular department, and Mr. Reeve's signature to it can be shown.

3755. That was delivered by you as the servant of the company at the time?—Yes.

3756. Did Mr. Reeve, in giving an acknowledgment for having received the goods, sign a paper importing that he received them as stated?—Yes, he did.

3757. That paper could be produced?—Yes, the book could be produced.

3758. Mr. *Loch.*] Was it the fact, that, by the same train, there were some goods unloaded from the Grand Junction waggons not till 3 P.M.?—Yes, that is the fact, that, instead of giving the Grand Junction the preference, it generally happens that their goods are delivered later, or quite as late, as the others, for they have to use a crane, as their goods are heavier in general.

3759. It has been stated that, on the 24th February, the arrival at the Grand Junction warehouse was at 7. 30. A.M. and that the arrival at the lower shed of Pickford & Co.'s goods was not till 9. 15. A.M.; do you happen to know at what hour were the goods of the Grand Junction Company that day loaded?—In the afternoon.

3760. That your books would show?—Yes.

3761. Is the inference you draw from that, that Pickford & Co.'s goods were either delivered or might have been delivered before the Grand Junction goods were delivered?—Yes.

3762. It has been stated that, on the 25th February, the arrival at the Grand Junction warehouse was 8. 30. A.M. and the arrival at the lower shed of Pickford & Co.'s goods 11. 30. A.M.; was it the fact that the Grand Junction Company's goods were not loaded off until noon?—Yes; certainly not before.

3763. That also would appear from your books?—Yes.

3764. You draw the same conclusion in this case as in the former, that Pickford & Co.'s goods either were or might have been delivered prior to those of the Grand Junction?—Yes.

3765. You do not appear to know the actual time of the delivery of the goods?—No. I do not attend the delivery of the goods unless there is something peculiar.

3766. It has been stated that, on the 26th February, the arrival at the Grand Junction warehouse was at 8. 15. A.M. and the arrival at the lower shed of Pickford & Co.'s goods was at 11 A.M. It appears, by this paper, that a quantity of yeast, in casks, was delivered from off Pickford & Co.'s waggons at 10 A.M. previously to which time all their waggons were unsheeted and put into the lower shed; is that correct?—That is correct, except that instead of the Grand Junction warehouse we must understand the mouth of the tunnel; we do not admit that statement; the witness has confounded the mouth of the tunnel with the Grand Junction warehouse.

3767. Then, when there is mention of the arrival at the Grand Junction warehouse, you would substitute the arrival at the mouth of the tunnel?—Just so.

3768. It has been stated that, on the 27th February, the arrival at the bottom of the tunnel was 2. 25. P.M.; that the arrival at Pickford & Co.'s shed was 3. 30. P.M.; and it appears from the paper you produce, that the Grand Junction Company's town goods were loaded off at 4 P.M.?—Yes; and not before.

3769. You cannot state whether any of Pickford's goods were loaded off on that day?—No, I cannot say; but when they are put into what is called the lower shed, they are ready for them at any time they choose to come for them.

3770. In point of fact, the Grand Junction Company's goods were not loaded off until half an hour after the statement made of the arrival of the goods at Pickford's shed?—That is the case.

3771. It has been stated that, on the 28th February, the arrival at the lower end of the tunnel was at 10. 20. A.M. and that the arrival at Pickford's shed was 2. 35. P.M.; on that day it is stated in the paper you produce, that the Grand Junction Company's town goods were loaded off at 3 P.M.?—That is correct.

3772. It has been stated that, on the 29th February, the arrival at the lower end of the tunnel was at 9. 20. A.M. and that the arrival at Pickford's shed

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was at 1. 35. P.M.; and in the paper produced it is stated that the Grand Junction Company's town goods were loaded off at 3 P.M.?—Yes, that is the case; the dinner-hour is from 12 to 1, which makes a short delay; but the men must have their dinner, which accounts for an hour.

3773. Do you know whether the same day goods were taken off for Morris, Herbert & Co. at the mouth of the tunnel, at 11 A.M. and carried up the stairs to their cart?—I believe that to be the case, and I have frequently seen that done, particularly in the fruit season, that they discharged several cart-loads, and direct the men to take them up the steps, if they are wanted immediately for the market.

3774. That accommodation for such articles as fruit, and other perishable goods, you would on all occasions extend to the carriers and the Grand Junction Company?—Indiscriminately to both, without knowing whose goods they were, or to whom they were consigned.

3775. Sir *John Guest.*] The Grand Junction's carriers' warehouse is nearer the tunnel?—Yes; but then the waggons have to be turned on one side, and to come under the crane, so that the advantage is rather, I think, in favour of the carriers; the only obstacle to their getting down to the lower end is when it is full of waggons: the carriers had the choice at the commencement of having their goods delivered at the No. 5 Crane, but they declined it.

3776. You uniformly give the same accommodation to the one party as to the other?—Quite so; in fact, the Liverpool and Manchester Company, for whom I act, have no interest in giving a preference to one over the other; I never have any instructions from them.

3777. *Chairman.*] You stated that part of the delay arose from the servants of the company going away to their dinner?—They go from twelve to one, not all; but that may occasionally account for an hour's delay.

3778. If the carriers feel inconvenienced from their men going away; if, for any reason, they wished to unload the waggons by means of their own men, should you allow them to do so?—I do not know that we should; if we have a competent person to see what they take, we should not object to it, certainly; but the reason our men must be there is, that we have to be accountable for the goods, and we might come short off if we did not look after them.

3779. If the waggons are loaded entirely with the goods of Pickford & Co., should you allow a servant of Pickford's to unload those waggons?—If they particularly requested it, and we had a competent person to superintend it, we should not object to it, otherwise, we should; we are answerable for the number of articles on that waggon; and if they were to say that there were any articles short, we might have to pay for them.

3780. Mr. *Loch.*] When does the liability of the Liverpool and Manchester Company arise on goods coming down from Birmingham?—We consider that our responsibility or liability ceases from the time that notice has been given to the parties, if they do not take their goods away after a reasonable time has elapsed.

3781. Is that the general course of the trade in Liverpool, as connected with the railways and canals?—There have been some trials at law on that point; the last I recollect was one of Pickford's, where I was myself summoned as a witness; it was a special jury cause; there was a package lost off the Duke's Quay; it was given against Pickford & Co. on the ground that there had not been sufficient notice; they gave the notice about four o'clock on a winter's evening to a house in Liverpool; it was considered by the jury that there was not sufficient time for the goods to be shipped at the Clarence dock.

3782. Mr. *Freshfield.*] Did they require them to be taken away the same day?—Yes.

3783. Mr. *Loch.*] When goods come down by the Grand Junction as carriers, your liability commences at Birmingham?—Their liability commences when they receive the goods.

3784. Suppose the goods should be lost in your possession, you are only liable to the carrier?—If the goods are lost, we are responsible to the person who delivers them to us, no matter whose goods they are; when goods are delivered to the Grand Junction Company to be carried, they sign a receipt for them, and they can only discharge themselves from that receipt by producing the goods, or a receipt from the party they are consigned to.

3785. You are speaking of goods delivered in Liverpool?—Yes.

3786. The

3786. The liability of the Grand Junction Company upon down goods commences, of course, with the delivery to them of the goods at Birmingham?—Yes.

3787. When does the liability of the Liverpool and Manchester arise at Liverpool, is it when they get to the station at Wapping, or do you hold yourselves liable at all?—We do not hold ourselves liable at all; but the process of delivering goods at Liverpool is this: Many merchants who want goods for shipping, desire they may remain till they send for them on their arrival, whether from Manchester, or from whatever place it may be; a note is made out, stating the particulars of those goods, which is entered in a book, and the merchants so desiring their goods to remain are required to sign the book; that note contains a notice that they remain at their risk; some have occasionally refused, and where that has been done, I have always ordered the goods to be sent to them, because I believe that is what the carrier is bound by law to do.

3788. It has been stated to the Committee that it has happened frequently that the goods of the Grand Junction Company are discharged and delivered in the morning, whilst Pickford & Co.'s are frequently left till the afternoon; is that statement correct?—I believe it to be very incorrect indeed; indeed I am sure it is.

3789. If that should have happened, it is from no favour having been shown to one party over the other?—Certainly not; if such a thing has happened, it has been entirely accidental.

3790. If that had been brought under your notice, you would have immediately found fault with it?—Yes; I am always on the spot to be referred to.

3791. Mr. *Easthope.*] Was it ever brought under your notice?—No.

3792. Was such a complaint ever made to you?—No.

3793. If such a statement had been made to you, you would have been surprised at it?—Certainly.

3794. Mr. *Loch.*] Is it likely, that if such a circumstance had happened it would have been complained of?—I think they would have complained, for they know that I am there 10 hours a day for the purpose of redressing any grievance, if any should occur.

3795. If any occasion for complaint occurs, you are by to attend to it?—Yes; if anything occurs, I go out and set it to rights immediately.

3796. And they do not hesitate to complain where they have occasion?—They do not, and they always meet with immediate attention.

3797. Are the carriers you have been speaking of on the Grand Junction line generally carriers on canals also?—I believe they all are.

3798. They have undertaken to carry on the railroad in conjunction with the carriage on canals?—Yes.

3799. Previous to the opening of the railroad, had they considerable capital invested in their boats and horses, and so on?—Yes, some very considerable capital in warehouses, and so on; I know three agencies of Pickford's which cannot have cost them less than 30,000*l.*

3800. You think, that if the railways should take away the trade from the canals, that would occasion considerable loss to them in their capital invested?—Yes.

3801. They naturally feel alarmed at the trade taking that course?—I think so; they would not be at all likely to do anything to promote the well-doing of the railway, because it would be directly against their own interests on the canal, where their capital is invested.

3802. Mr. *Easthope.*] You think that they have a direct interest in continuing the traffic upon the canals, which would be very much interfered with if the traffic were removed from the canals to the railways?—Certainly.

3803. You can very well account for the anxiety to keep the traffic upon the canals?—Certainly; I think that if they were the sole carriers on the railway, they would make it work very uncomfortably in order to draw the goods to the canal.

3804. In what way could they make the railway work very uncomfortably?—In one way, by raising the rates, and in another way by delaying the goods; I have had several instances come to my knowledge of their delaying the goods very considerably.

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3805. Will you state the instances within your knowledge?—Those goods *(the Witness handed in a list)* sent by railway have all been detained by the carriers by their express desire; what explanation they give to their customers I do not know; they ordered them not to be sent off till further directions; some have been detained a couple of days.

3806. Mr. *Greene.*] Is there not sufficient competition among the carriers themselves to prevent this species of delay by the carriers on the railway?—I do not know that they do it materially at present, but I think if they had it in their own hands they would do it.

3807. Mr. *Easthope.*] Do you give in this list as a list containing goods you know to have been detained by them?—Yes, that is signed by Roger Williams, who is the loader of all the Grand Junction goods.

3808. Have you any knowledge of the reasons why they desired them to be kept back?—Generally speaking, I should suppose the reason was that they had not perhaps a full load, and that they kept them back until they had.

3809. Mr. *Loch.*] Those were goods going up?—Yes.

3810. Do you mix the goods of different carriers on the same waggon?—No, they do not like that; we give them the option of putting their goods with those of the Grand Junction, but they will not put theirs together, on account of their jealousy.

3811. Have they the same jealousy of their goods being put with those of the Grand Junction as with those of other carriers?—Yes, they will sooner retain them a day or two; because, if they were to put them with the Grand Junction goods, they lose their 20 per cent.

3812. Mr. *Freshfield.*] You do not mean that they are detained only by Pickfords?—No, by all the carriers.

3813. Mr. *Loch.*] What do the Grand Junction Company themselves do when they have not sufficient goods?—We have never detained theirs, I think; but we should not send away 8 or 10 cwt. I had an instance where I was applied to late in the evening, whether I would let a waggon go with 88 cwt., that is, 4 tons 8 cwt. (3 tons 10 to 4 tons we reckon a good weight); my reply was, as it was too late to alter the load it might go on, on their giving me an indemnity to be answerable for any accident, and that was given by their clerk.

3814. Do you make any distinction in loading between the goods of the Grand Junction Company and the goods of the carriers?—None whatever.

3815. You extend the same rule to both?—Yes; the carriers have a clerk to look after the loading of them, and see that justice is done; whereas the Grand Junction Company leave it to me entirely.

3816. You show no favour to the Grand Junction Company or the carriers in that respect?—None whatever.

3817. In your opinion, if the Grand Junction Company continue to be carriers, and the private carriers are also to be carriers on the line, is it your opinion that the private carriers are likely to be thrown off the line, or that they will be able to enter into competition with the company?—I do not see any reason why they should not enter into competition with the company; there will be an inconvenience from their number, for the Grand Junction have determined now not to let a waggon go with less than 50 cwt. on it; if there are four or five carriers they may have four or five pieces of loads; if there was only one carrier there would be only one piece; the load must be a full load. My orders are, not to charge less than 50 cwt. Now we cannot forward any quantity unless at that cost.

3818. Supposing the effect should be, that the private carriers ceased to be carriers on the Grand Junction line, how do you think that would affect the public interests?—I think it would not affect the public interests at all; and for this reason, the railway companies have a great stake in getting what business they can on their line, and I think they would give every possible accommodation, even to lowering some of their rates, if necessary, to keep their engines and waggons, and whole establishment, fully employed instead of partially employed.

3819. Supposing they have the entire control, and a monopoly of the carrying on their line, would it be more for their benefit to carry a large amount of goods cheap than a small amount of goods dear?—That is a point on which, I believe, some of the directors differ; my own opinion is, to do a great deal and get little by it, rather than to do a little and get a great deal by it.

3820. Do you think that would be better for the company, and better policy as regards the public?—Yes, I think it would be better for the company, and it would enable them to overcome little difficulties; a large company would get over little difficulties by which little companies would be scotched.

3821. You think the public will be better served by the company being carriers, than by its being left to private carriers?—Yes.

3822. What has been the effect upon the conveyance of fish, fresh butter, ripe fruits, and vegetables?—I consider that that is a new trade, created by the superior dispatch and attention of the railway.

3823. How was Birmingham supplied with fish previous to the opening of the railroad?—I suppose by the coaches; that if a person wanted to give a dinner, he would have a turbot down from London, or from Liverpool.

3824. Do you know how the company charged for fresh fish when they originally started?—I do not recollect.

3825. It was some time before fresh fish was carried, was it not?—Yes, it was a short time.

3826. They lowered the charges, did they not?—I think they did.

3827. Has the trade increased since that?—I think it has; a new trade in fact has arisen, particularly from the port of Fleetwood; they take a great many herrings, which are of the very best description, and they are sent by the Preston and Wigan Railway to the Grand Junction, and they go on to Birmingham and the interior.

3828. Is it a great object in carrying on the trade, either by canals or railways, to try to equalize the quantities which pass both ways as much as possible?—As much as possible; I consider that an important part of the carrier's skill.

3829. Is that mode of carrying on the carrying trade likely to be best performed by a large public company, such as a railway company, or by the carriers?—I conceive, by a large company, like a railway company, because they have the whole in one view before them; the private carriers would be more influenced by their own particular views, and they will be more divided in their plans; the company must have a common interest in the whole, and if they found themselves short of carriage one way, they would find some article that must be lowered to make it equal; they would lower it.

3830. Would the Grand Junction Company be able to extend its connexions through the country in the same way that the private carrier can, so as to produce that equalization of carriage?—I think they have decidedly as good a connexion as the carriers. I have an instance here which will show some goods sent by Pickfords which were three weeks in getting to their destination; that was by canal; a package of Seltzer water, sent by Harrisson and Leathem to the Rev. Sir George Robinson, of Kettering, who was labouring under a fit of gout, and wanted it very much; that was sent by canal. There is Pickford and Co.'s receipt for it on the first of the month, and Sir George Robinson's letter, stating that it did not come to his place, near Kettering, in Northamptonshire, for several weeks. I have another instance, where some goods were delivered to Pickford & Co. to go to Matlock; they were so long delayed, that the person to whom they were consigned would not take them; that was a chest of tea; and he threatened the railway company with an action, but I showed that he would do no good by going to law, and I got it compromised for twenty shillings. That was some time back, before the other railway was opened, but they were delivered to Pickford & Co. at Manchester, to be carried to Matlock; they went through three or four carriers before they got there.

3831. That was a case not relating to the Grand Junction Railway?—No; but it relates to the means the carriers have of getting goods to different places off the line: surely the railway company could make at least as efficient arrangements as those now made by the carriers.

3832. Do the railway company, when they are carriers, charge a similar rate to all persons?—Yes, always. We do not make the differences which the canal carriers do at Birmingham. People will go round to every carrier, and see who will carry them lowest, and they lower the rate; we do not. If I ever feel tempted to lower the rate, I consult the treasurer, and the moment that that becomes the rate for one person, it applies equally to another, whether it is one ton or one hundred.

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3833. You do not hold out any inducement by giving something into the bargain, or anything of that kind?—No; we never do that.

3834. Mr. *Easthope.*] One of the advantages you would consider likely to follow from the company's being the carriers themselves would be the uniformity of charge?—Yes.

3835. Does it not comport with your experience and observation and judgment, that the companies would look to the minimum charge to increase their profit, rather than look to the maximum?—I have already stated that there is a difference of opinion among the directors on that point; but my own opinion is, that it would be better to do a great deal, and increase their business as much as they could, even by charging lower rates.

3836. Do you think, and does your experience and observation confirm that opinion, that they would increase their traffic by keeping down their rates rather than by raising them?—I think most decidedly that they would; then their revenue would be larger, and it would probably create new trade. I am astonished very much when I see what a variety of goods we get, and things that it would scarcely enter into any person's head would be carried; and I would bring this as one reason why it would be the interest of the company to increase their trade, that it would enable them to keep up so large an establishment of engines that they could never be short or set fast, but the goods engines could be taken to increase the passenger trains, if necessary.

3837. If the carriers were employed, without supposing that they would be unwilling to do it, do you believe that their interest would lead them to look to a higher charge, and therefore that the public would be less benefited?—I do not think they would look to a low charge on the railway when once they had got rid of the company as a competitor; they have too much interest in the canals to be sincerely desirous of drawing the trade from them.

3838. Is it, according to your experience, that they send by the railway the light and encumbering goods, while, by the canals, they send the material part of the goods?—Yes, I consider that to be exactly the plan they are pursuing; and not only that, but they take in goods for the railway, and then send them forward by the canal.

3839. What proof have you of that?—I have a letter from Mr. Deering, a poultry dealer: in the first place, they delayed his goods at the Clarence Dock, and then they sent them forward by canal; and I believe Mr. Deering commenced an action against them.

3840. When was that?—The letter was dated 17th December 1839, requesting we would make inquiry after some goods, which we did; and our man, who attends the Clarence Dock, said he saw those goods on the quay on the Thursday, and that they remained there from Thursday till the Saturday evening. On applying to Mr. Landor (Pickford's agent) about them, he acknowledged he was advised of them on the Saturday morning; but he did not forward them to the railway till too late for our train, if he brought them at all; but he did not get them away by our train, and he sent them to Preston Brook to get them forwarded to be put in the boat for Stoke, and from Stoke to go up to London by the van; but with all this they were spoilt, and I believe the man commenced an action.

3841. What were the goods?—Dead poultry.

3842. What is the proof you have that they were ordered to be sent by railway?—The letter of the person himself, and Pickford's clerk's statement.

3843. State the evidence you have of that being the fact?—The authority I have is Mr. Deering's own letter now in my hand, in which he states that he ordered them to go by Pickford and railway; but they did not come by railway, for Pickfords got them and sent them by canal.

3844. Mr. *Loch.*] Their statement is, that being too late for the railway, they did the next best thing, to send them by canal?—Yes; but, by their own statement, they lost three days; by our man's statement they lost five days.

3845. Mr. *Easthope.*] By their own statement, they receiving advice on Saturday morning, the poultry might have been sent by the railway that day?—Yes; for we engage to take in goods and send them forward up to four o'clock; but we sometimes take them in later.

3846. Mr. *Thornely.*] Up to what hour do you deliver goods in Liverpool and other places, when required, for the convenience of the public?—As long as

as they choose to come for them; and on the sailing of the American packets, we deliver goods till 12 o'clock at night, whenever it is required.

3847. *Chairman.*] Did you write any circular letter on the part of the Grand Junction Company?—I did; I wrote a circular to the traders of Liverpool trading to London, stating that the Grand Junction Company had made arrangements with Jolly, a London carrier, to take goods through from Liverpool to London. Previous to that we had made arrangements with Robins; but we found Jolly's terms so much lower, that we lowered our terms considerably on making the arrangement with Jolly.

3848. A complaint has been made to this Committee, that Mr. Vardy went round to a number of persons at Liverpool, pretending that he made his application on the part of Messrs. Robins & Co., whereas he was one of the servants of the Grand Junction Company?—He is a Birmingham servant; he is not under my control; whether he so represented himself is not within my knowledge.

3849. Are you aware of any complaint having been made that he had so represented himself?—There was a complaint made, but not to me; it was made generally, at our station. I have no control over him; he is not a clerk of mine.

3850. Is he a person in the employment of the Grand Junction Company?—Yes, he is the person most active with their goods trains at Birmingham. But referring to the question, there were some packages of small parcels opened by the consent of Robins, and without any misrepresentation as to who we were or what it was for. I got the original notes of their charges for those parcels. I saw the packages opened myself, and Robins's clerk was by, and likewise his carter. I found that the two packages contained seven parcels each; such as ought to have been paid for at 1 *s.* 6 *d.* a-piece, and they did pay 1 *s.* 6 *d.* a-piece. When we had detected that, which I should call almost a fraud, in order to complete the matter, I took the directions. I did not open the packages, but we sent round to the parties to whom they were directed, and obtained two original notes, and copies of two others.

3851. Mr. *Freshfield.*] Did it appear from those notes that they charged according to the weight, or by parcel?—It is a mixed thing; they charge 6 *d.* each less than the regular rate, which is a great deal more than they would come to by weight; so that it is a sort of double deception or fraud.

3852. Mr. *Easthope.*] They charge less per parcel, to acquire possession of them; but they charged a great deal more than they were entitled to, in comparison to what they paid you?—Yes, that is the case.

3853. You do not hesitate to say that it was fraudulent?—I say distinctly that that was fraudulent; it was a double fraud, a fraud upon the company and a fraud upon the other carriers, for they were enabled to undercarry them.

3854. When it was discovered, did they abide by it as a fair thing?—No, they looked rather foolish, and paid the extra money.

3855. *Chairman.*] When a package comes, which you suspect to contain small parcels, what order do you give with respect to it?—There were two packages of those parcels, and one afterwards; I sent the packages to their office, and I sent a confidential person with them to tender the goods, stating that they must pay half a guinea per package for them, for I knew, from information I had, that they contained seven small parcels each, and that I should not deliver them unless they paid 10 *s.* 6 *d.* per package; for we have a power of charging what we please for small parcels; or to open them in the presence of this confidential person, that they might show whether we were right or wrong: they declined opening them on the Duke's Quay, where their warehouse was, but requested they might be brought back to our warehouse. I saw them opened, and the seven packages taken out, and the directions read; I subsequently got the notes for them from the parties.

3856. Mr. *Loch.*] Were you acting in the capacity of agent to the Liverpool and Manchester, or the Grand Junction Company?—As agent for the Liverpool and Manchester Company, acting for the Grand Junction Company; I considered that we were to do their business as we should our own.

3857. *Chairman.*] If packages are sent which you believe to contain other parcels, you consider yourselves at liberty to impose what charge you please on such parcels?—No, by no means; but in this case I had information which enabled me to know there were seven parcels in it; in fact it is no secret, it was opened at Birmingham, but I did not sanction it.

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3858. You said you would not deliver it without 1*s.* 6*d.* on each parcel being paid?—Yes; that was to induce them to show whether it was right or wrong.

3859. Do you conceive you have a right to keep back a parcel from a person, unless he will pay an arbitrary charge?—No, I do not conceive that; I sent it by a confidential person, requiring half a guinea, which was 1*s.* 6*d.* for each separate parcel which it contained, or the opening of it; they declined opening it then; it was brought back, and then opened, with the consent of their clerk, and in his presence.

3860. You charged the half guinea on the seven parcels it contained, and not on the one parcel?—That was in order to induce them to let us open it; but they knew by their invoice what it contained.

3861. *Chairman.*] A statement has been made to this Committee that, on the part of the Grand Junction Company, an endeavour was made to get the conveyance of some elephants' teeth, which were intended to have been sent by Pickford & Co.; are you acquainted with the circumstances connected with that case?—I am. There was no attempt at anything of the kind; the goods came to the railway regularly, as any other goods for the Grand Junction Company. That is the delivery note for them, written by Holinshead & Tetley's clerk.

[*The same was read, as follows:*]

236–90.

Per Grand Junction Railway to Birmingham.

Marks.	No. of Packages.	Species of Goods.	Charges.	Consignment.	By what Carrier.
V. C.	80	Large teeth.			
V. C. B.	4	Bundles, containing 42 pieces.			
R. S.	30	Large teeth.		Forbes, Forbes & Co. London.	L. & B. 347.
A. K. & Co.	82	Large teeth.			
A. K. & Co.	54	Small teeth.			
S. M.	73	Teeth, in 7 bundles.			
F. S.	7	Teeth, in 1 bundle.		1064–5.	
S.	5	Teeth, in 1 bundle.			
	259.				

Liverpool, 27 December 1839. From Holinshead, Tetley & Co.

3862. Mr. *Easthope.*] If you were told that Mr. Holinshead had been very much hurt at the goods being sent by the Grand Junction instead of being sent by Pickfords, would that surprise you?—Very much.

3863. What circumstances are there which enable you to state this?—Because I heard that Holinshead & Tetley's clerk had called to ask the rate for elephants' teeth, and I was the person who gave him the rate; and I am sure I made no particular solicitation, but merely told him the rate for them, and the next day they were sent in with a note delivering them to the Grand Junction Company.

3864. If there had been any anger or displeasure on the part of Mr. Holinshead about the wrong delivery of these teeth, would it have been in your way to have heard that?—Certainly; but I never heard it from either Pickford & Co. or from any other person, until it was stated here.

3865. For some reason or other you consider that it is a mis-statement as to any anger having been expressed?—Yes, I never heard of one syllable of anger from any one till it was stated here.

3866. Mr. *Loch.*] Had there been any communication with Pickford & Co. on the subject?—No; I am not quite certain whether Pickford & Co. might not have called in and said that they ought to have had the teeth, but we have always been in the habit of going by the delivery note, that remains with us, and by that we can prove the instruction given to us; if we acted on the direction that goes away from us, and if called on for explanation I have nothing to show the fact. I have just adverted to a chest of tea which was sent to Matlock; by the delivery note, that was ordered to go by another carrier, but the direction ordered it to be sent by Pickfords; the Manchester

chester agent delivered it to Pickfords, and it was so long delayed, that we nearly had it to pay for; when anything of that kind occurs, we have a printed form which is sent to different parties to know which is right. In this case they did not wait at Manchester for the answer to the inquiry, but sent it on by Pickfords without knowing whether it was to go by the direction or the note.

3867. *Chairman.*] If a package were sent to you without any note, although it was directed to be sent by Pickford & Co. you would not attend to the direction, not having a note?—We should attend to the direction in that case, if there was no note with it, and we receive many goods in that way from rather illiterate persons, then our loading clerk makes out a note conformably to the direction, on which we invoice the goods.

3868. Are you aware that a case occurred of a direction being struck out, and note being made out as if the goods ought to be forwarded by railway, whereas they were directed to be sent by Pickfords?—I am not aware of such a transaction having taken place; I know that such a statement has been made, and I hold in my hand a complete answer to it. This is the statement made:

[*The same was read, as follows:*]

" Steam to L'Pool.
Feb. 6, 1840. thence by ~~Pickford and Co.~~
John Coulthard,
Care Swinton,
J. Crawford & Co. Nottingham.
Liverpool.

Here is the original note by which it was delivered to us.

[*The same was delivered in, as follows:*]

5/ 301.
Per G. J. Railway. Liverpool, 13 Feb. 1840.
Receive from J. Crawford & Co., in good order and condition,
1 truss, W. & H. Browritt, Coventry.
1 0 0
1 ditto, J. Coulthard, Nottingham.
1 2 22
G. J. 44.

Feeling that there might be some doubt, I sent to Mr. Crawford, and I had an answer in these words: " 31st March 1840. Sir, In answer to your inquiry this morning, it appears that the truss for J. Coulthard, Nottingham, 13th February, should have been delivered to Pickford & Co. railway, but in consequence of an error on the part of our clerk, the package in question was put into the shipping note of the Grand Junction Company, and this alone has caused the mistake. We regret this occurrence, as it is our particular instructions that no goods be sent otherwise than as directed. We are, sir, yours," and so on, " Crawford & Co." There is the original note, and Mr. Crawford's note confirming it. If I knew any one erase a carrier's name I would send him about his business in a moment.

3869. Mr. *Easthope.*] Have not you the same interest to forward goods by Pickford as by the Grand Junction?—Rather more, for they pay 9 *d.* a ton more porterage, therefore we have an interest in sending by the carriers.

3870. You represent the Liverpool and Manchester Company, and are therefore only anxious to get the goods forwarded according to order?—To do every thing to get the goods forwarded on the line, and to serve every one equally.

3871. *Chairman.*] Have not you said that it will be more convenient to the company that the private carriers should not continue on that line?—Yes, I think that; for that the Grand Junction Company have the power to do the work more advantageously.

3872. You think for the real interest of the company, it would be better that the private carriers should not continue to go on the line, though by that you would, in the first instance, lose the additional amount you receive from the carriers over that you receive from the Grand Junction Company?—Yes, I consider that no object at all—the little difference, but I think the business could be better done, and done more cheaply.

3873. Mr. *Easthope.*] You consider that one carrier would be better able to equalize the quantities to and fro, and thereby economize the expense of conveyance?—Yes.

3874. Mr. *Freshfield.*] Still you do not throw any impedment in the way of the private carriers, or give any undue advantage to the company?—No, certainly

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certainly not; I have lived some time in the world, and would not show the slightest partiality on any consideration.

3875. Mr. *Loch.*] The charge made by the Liverpool and Manchester Railway Company to the Grand Junction Company for doing their business at Liverpool is 1*s.* 9*d.*, to the Bolton carrier 5*d.*, and to the London carriers 2*s.* 6*d.* a ton?—Yes.

3876. What are the reasons for this great disparity?—The reason we charge 2*s.* 6*d.* to the London carriers on the line is, that they send only their light packages, hats, haberdashery, and so on, and that it takes an immense number of packages to make up a ton; every package must be entered, as they are sent to separate parties, and a ton of goods of that description gives a great deal more trouble than the goods by the Grand Junction Railway Company, which are heavier goods; they have a more general run, and that is a reason why it would be better for us, for the Grand Junction to have more of it; we have from them a more general run of goods. The carriers on the line at present abstract the heavy goods for their own convenience to send by the canal, and send us the light.

3877. Is it cheaper for them to send heavy goods by canal than by railroad?—Decidedly; they are more closely stowed; they would put in a greater quantity of goods; they would put 18 tons of heavy goods into a boat, whereas of the goods they send by the railway, they would take only 8 or 10 tons, and they cannot put in many unless they have heavier at the bottom of the boat.

3878. Do they charge less to the public by canal than by the railway?—Yes, I believe they do.

3879. As far as experience has gone, the heavier goods have generally gone by the canal rather than by the railway?—So far, I think, they have been generally sent by the canal.

3880. Is it your experience as far as the Liverpool and Manchester Railway is concerned?—We get a fair run there: we get what is in haste; we very often get at night a great quantity of goods when the canal companies cannot take them, cotton and those sort of goods, for delivery immediately.

3881. From the time of the opening of the Grand Junction Railway, did the Liverpool and Manchester Company always do the porterage of the private carriers, or did they begin by allowing to the private carriers to do their own business?—When the Grand Junction Railway was opened, the Liverpool and Manchester Company began to do the porterage, and have done it ever since they opened. The Grand Junction Company commenced during the great frost, when we were very much put to it. When the other carriers came upon us, as I mentioned, Mr. Baxendale came to me, and stated that he had made his arrangement with the Grand Junction Company, and that he was referred to me to make an arrangement as to the porterage, they having no arrangement of their own for it; he admitted at once the justice of our charging 2*s.* 6*d.*, and no objection to it has ever been made since.

3882. You never permitted the private carriers to do their own porterage in the Liverpool station?—No, no London carriers.

3883. Does it fall within your knowledge that they were ever permitted to do their own business in Manchester?—I cannot say; I told the others what Pickfords had agreed to pay, and they agreed to pay the same.

3884. What would be your opinion, if it was stated to you that the carriers could do for a shilling that for which you charge them half-a-crown?—I most undoubtedly think they could not, and I have rather a strong reason for it: There were two of the carriers who did not pay in what I considered just time; I gave them notice that if they did not pay the amount, I should cease to do their business; one of them did not pay in the time fixed, which was the end of the month, and on the first of the month I sent to him to send his own people, but instead of that he sent me the money, and he has never failed to pay since.

3885. Has there been any complaint made to you that there was not time enough allowed at the station for marking the goods?—No, nor is it the case, for we weigh every package separately; therefore, their men might mark them if they pleased; we should not undertake to do it for them at the rate of half-a-crown, for it would occasion delay, but I never objected to it; but it was never required to be done.

3886. *Chairman.*]

3886. *Chairman.*] You would not object to their men coming in to do it?—Certainly not; I should object to doing it for them.

3887. Mr. *Loch.*] There has been no application to you for leave to do it?—No.

3888. The amount paid by Hargreaves, you say, is 5*d.* per ton; was that paid by him before the Junction Railway was opened?—No; he used to do it himself, but that was a great annoyance; he would send down 20 or 30 waggons at a time, at different times as they arrived. Those 20 or 30 waggons would get just before the Grand Junction waggons; and I found that a very great annoyance; and I found that I could not get on without a great deal of difficulty, and I prevailed upon Hargreaves to let me do it, and I took it at a very low rate, having that object, and the consequence has been, that his business has increased one-third in the course of 10 months.

3889. Do you ascribe the increase of his business to the greater facility given?—Yes; when he had it he was too short of strength to forward the goods in proper time. I have known carts detained in the street three, four, five, or even six hours before they could get to their place of unloading; by our doing it there is never any detention.

3890. You gave him so good a bargain to induce him to give up that which was very inconvenient to you?—Yes, that we might have it all under our own control.

3891. He is the lessee of the North Union Railway, is he not?—Yes he is.

3892. Do they carry goods on the North Union?—Yes.

3893. You have no reason to know anything as to where the goods come from?—No, we know it by the invoices. We do not do this with the down goods, only with the up goods; we do that for 5*d.* They are more easily loaded, but there is an agent there who manages the down goods.

3894. What is the nature of the goods you carry for the 5*d.*?—Timber, cotton, sulphur, grain, flour, &c., and all heavy goods of that description.

3895. Are they the same class of goods which come by the London carriers?—No; quite different, as much so as possible.

3896. Why do you make a distinction between the up and the down goods?—Because the expense is different. The down goods cost double the up goods. So many are left in the warehouse that the business has to be done twice over. In the first place, we land them by crane, and stow them away at various points; the merchants come for the goods, and then we have to deliver them again, and after we have put six, or seven, or eight bales, one on another, a person will come to fetch the bottom bale, and we must shift the goods.

3897. All the cost of that you throw upon the carrier?—He has to do it; it does not apply to us. We do the porterage on his goods, but do not do anything on the delivery of them for Hargreaves.

3898. As to those goods which are delivered to you by the private carrier, what is the responsibility you have as to damage?—It was specially agreed between myself and Mr. Baxendale that we would take no responsibility for accidents; that that was for the actual labour.

3899. It was understood between you and Mr. Baxendale, that if any damage occurred when the goods were shifted from the waggons to the cart, that should be at their risk, and not at yours?—Yes, expressly so.

3900. Suppose the case of a quantity of glass sent by the railway, that it comes in a carrier's cart, and that, when delivered at its destination, the glass is found to be broken; how is that question settled between the company and the carrier?—We have, in common with all other carriers, a clause, that glass shall not be paid for unless insured. Pickfords, and all the carriers, have that clause. We do not hold ourselves responsible for the breakage of glass unless it is insured.

3901. In the event of its being insured, it would be a matter of question whether the breakage had happened while the goods were in their possession or yours?—Yes; but if we insured the glass, we should examine the package to see whether it was safe when we received it.

3902. Suppose Pickford & Co. sent goods to be carried by the Grand Junction Railway to Birmingham, the sole liability is with them, as carriers?—Yes.

3903. Supposing goods are sent to be carried by the Grand Junction Company as carriers, with whom would the liability be as to the safe delivery at Birmingham?—

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Birmingham?—With the Grand Junction Company; there is a special agreement between the Grand Junction Company and the carriers, that the carriers shall have 20 per cent., or some commission of that kind allowed them; they are to take all the carriers' risks.

3904. That 20 per cent. is meant to cover all those risks which would otherwise fall upon the company?—Yes, and certain expenses; sheets and different things. I recollect a claim made by Messrs. Robins for some glass broken, which I refused, because, in the first place, I had his man's signature for it as in good order; and, in the next place, it was observed that he stowed it at the cart's tail, and I think it is probable it might fall off in the street. There would be no end to our responsibility if, when they took the goods to a person's warehouse, because they happened to be broken when delivered, we should be liable; our responsibility must cease when we have a signature that they are in good order.

3905. *Chairman.*] But even if the signature were not there, and you had not seen it improperly loaded on the cart, you would not have considered yourselves as liable because it was injured?—Yes, strictly, we should not have considered ourselves liable. There was some glass sent from Birmingham to a house in Liverpool; they had regular notice of its arrival; the man took away one cart-load, and said he would come almost immediately for the remainder; instead of that, he did not come for a week; the package was left near the door, not where it would have been if it had been known that he would not come for a week; in the course of the week it was knocked over and considerably broken; I refused to make good that claim, because it remained at their risk.

3906. Mr. *Freshfield.*] There are some risks the company take upon themselves which are not thrown upon the carrier?—Yes, that of violent concussion.

3907. In case of collision, or in case of any part of the road giving way, or an accident by fire, the company take the risk upon themselves?—Yes, decidedly.

3908. Mr. *Loch.*] Do you permit the carrier to interfere at all as to the mode in which the trucks are stowed?—He is at liberty to attend and to direct, and they occasionally do it; I think there was an instance of some oil or something injured among Pickfords' goods; but the fact was, that they ordered how it was to be stowed.

3909. Suppose they were not to interfere, would you consider that the liability of the company was increased?—No, for there is a stipulation that our charge is merely for porterage.

3910. That was the agreement between you and Mr. Baxendale?—Yes.

3911. Does that extend to the other carriers?—All the other carriers I understood to take on the same terms as he did; there was no written agreement, but I told them what Mr. Baxendale had agreed to, and they consented to it.

3912. Is there any delay on the part of the company in sending forward the carriers' goods which arrive on the Liverpool station?—None whatever.

3913. At what time does the train to Liverpool usually leave Birmingham?—Generally about 12 at night.

3914. When should it arrive at Liverpool?—About eight or nine in the morning. On Monday it arrives sooner; it gets to us by nine o'clock, or between eight and nine; I consider that as in good time. I have a report laid before me every morning of the exact time of arrival, which I sign, and send back to Birmingham.

3915. Where is the time taken?—At the bottom of the tunnel; we consider their arrival when they arrive at the bottom of the tunnel.

3916. Is there any time lost in putting the waggons in their place for starting?—No, the situation I have allotted for the carriers is close to the mouth of the tunnel; the consequence is, when they are loaded and sheeted we send them up; there may be three or four sent up together, but we do not wait till there are that number.

3917. At what time do they start?—We send them off at eight in the evening; if they were sent up at eight in the morning they would have to wait till the evening; that is in consequence of the arrangements of the London and Birmingham Company.

3918. Do you send them up as they are loaded, or show preference to one set of trucks over another?—We show no preference whatever.

3919. If there were three loaded, one belonging to the Grand Junction Company, and another to Pickford & Co. and another to another carrier, would they all be sent up together?—Certainly; it would be attended with a great deal of trouble if they were not.

3920. After they are sent up is any alteration made?—If we were to send a waggon with goods for Birmingham with a London waggon, they might put the London waggon in front of the Birmingham waggon, so that the London waggons would go forward straight on their journey, and the Birmingham would be left behind; that is the only alteration that ever takes place.

3921. That is a preference of locality, not a preference of individual carriers?—Just so. If we did not pick them out, they would have to do it at Birmingham, and that would occasion delay, and there could be no objection to doing it, for they all go in one train; it is merely an accommodation to them, if we have time for it.

3922. No inconvenience would occur, probably, unless the train should happen to be too heavy?—No, I am not aware of that having occurred; but if it did, the Grand Junction are so accommodating that they take the first light train of passengers, and put the waggons on to that, if they can do it.

3923. Would that accommodation be allowed equally at Warrington as at Liverpool?—I have nothing to do with Warrington, but I believe it would; I am sure there is every desire to be impartial.

3924. You have stated that, in your opinion, the public have at present all the advantage of competition accruing from the opening of the railway?—Yes, certainly they have, to the fullest extent.

3925. There is no regulation on the part of the Liverpool and Manchester Railway, or the Grand Junction, to interfere with that competition in that accommodation the carriers think it right to give for the benefit of the public?—No, none at all. I have been requested more than once, by the chairman of the Grand Junction, to have a gentleman to solicit business for them; my answer was, that I did not think that would do them any good; that I thought the best solicitor they could have would be to do the business well.

3926. You have never solicited for them?—No; only by the circular I sent round.

3927. Is the letter in these terms: "Grand Junction Railway. Goods Department. Office, Park-lane, Liverpool, 20th December 1839. Carriers through, to, and from Liverpool, Birmingham, and London. Office in London, 13, Aldersgate-street, City (Jolly's). Messrs. R. Marshall & Co.: Gentlemen, the Grand Junction Railway Company having made an arrangement as above for conveying merchandize, &c. through between Liverpool and London; permit me to solicit for them a share of your valuable favours, which you may rely shall have punctual attention. I am, gentlemen, your obedient servant, Andrew Comber?"—Yes; that was the only solicitation I ever made.

3928. What was the date of that?—December 1839.

3929. Jolly is the person who conveyed the Grand Junction goods from Birmingham to London?—Yes; that was to let the parties know where they might find their goods.

3930. You did not consider it any departure from that sort of neutral position you considered yourself placed in, not to encourage the trade of the Grand Junction over that of the private carriers?—No; for it is so common a thing for mercantile men to let them know where their goods would be found, and that the Grand Junction Company made themselves responsible carriers through.

3931. Would it not have been more natural for that notice to have come from the office of the Grand Junction Company?—It might have been; but as it related to the management of the goods department, and they had put the whole management into my hands, I did not consider myself as overstepping my office.

3932. Did you consider that you were doing an act which might be construed into an act favouring the company at the expense of the carriers?—Certainly not.

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3933. Are the Liverpool clerks and porters that are employed in delivering the goods of the Grand Junction Company paid entirely by the Liverpool and Manchester Company, or by both?—Entirely by the Liverpool and Manchester; everything done is paid by a tonnage, and this 2*s.* 6*d.* a ton is divided among the clerks and porters.

3934. They receive no gratuity over and above that payment of the tonnage?—I have no idea of such a thing.

3935. Would that apply to yourself also?—I have a small salary from the Grand Junction Company, which Mr. Moss proposed.

3936. That is known by the Liverpool and Manchester Company?—Yes; they concurred in it, or I would not have taken it; it was approved of by them before it was proposed to me; I charge it once a month in my account. I have a great deal of trouble, and Mr. Moss said it was not right I should have all this additional trouble and responsibility without being paid for it.

3937. It was done by private communication with the Manchester and Liverpool Board, and approved by them?—Mr. Moss is chairman of one company, and deputy chairman of the other; and when it was approved by the Board, I received a letter stating that it had been done. It has been in force only a few months. That arrangement had taken place before I wrote the circular, and therefore I felt more justified in writing the circular, as being their paid agent at that time, which I was not before.

3938. Is there any distinct warehouse appropriated to the Grand Junction Company's goods at Wapping?—Not separate from those of the other carriers.

3939. In the provision made, the Grand Junction Company have no facility, in point of warehousing, over the other carriers?—None whatever; all the business is done in one warehouse.

3940. There is no arrangement by which the trucks belonging to the Grand Junction Company are put below the crane, in preference to those of the other carriers?—No; there is no advantage. I consider that the Grand Junction waggons have the worst place for the down goods, for this reason, that they are obliged to be unloaded with a crane.

3941. How do you distribute your porters between the goods?—There is sufficient strength of porters to do the business of the office; and if the work is more than they can get through, I put on another set; that is one of the advantages of concentration. I have 120 men under my orders, and if one part of the business is pressed, I draw reinforcements from others.

3942. If there is more than the ordinary quantity of goods arrives, you put on additional strength?—Yes.

3943. At what hour do you begin unloading the Grand Junction Company's trucks?—They have to be turned on one side to get to the crane, and we unload them as soon as we can; that is done along with the Liverpool and Manchester, and for this reason, the greater part of them are town goods, and we send them by the Liverpool and Manchester Company's carts, and that may account for their not being dispatched quite so quickly as the carriers' goods are.

3944. That rather impedes the business of the Grand Junction Company?—Yes; but it is done to prevent the intermixing the Grand Junction Company's goods with theirs; we give them a place entirely to themselves.

3945. You do not, during dinner-time, if the goods are not unloaded, provide a subsidiary force to aid in unloading them?—During the dinner hour a great number of men remain from twelve to one, and then go to dinner, and come back at two; we keep as many as we conveniently can.

3946. You have a supply of porters to supply the place of those who go to dinner?—Yes.

3947. Has it ever happened that, the Liverpool and Manchester porters having other business to attend to, the carriers' trucks are left unloaded for 24 hours?—I never heard of such a thing, nor think it at all likely; I never heard a complaint of it, and they ought to have complained if such a thing had happened.

3948. You state positively that, to the best of your judgment, there is no distinction

distinction made between the office accommodation of the Grand Junction Company and that of the private carriers?—None whatever.

3949. Has it ever been stated by you, either in the shape of conversation or otherwise, or come within your knowledge, that the answer should be given towards the latter part of the day, if the inquiry is made whether goods can be forwarded that day, expressing a doubt whether they could go by the carrier, but that they were quite certain of going by the Grand Junction waggons?—I never heard of such a thing; and it would be quite contrary to my wish that such a thing should be done.

3950. When goods are brought to the railway station without a note, is the person bringing them required to make one out; is it explained to him the necessity of inserting the name of the carrier by whom they are to be sent?—We always require that to be done to remove every doubt.

3951. *Chairman.*] Is there any other evidence you wish to give, in connexion with the complaint of Messrs. Pickford & Co.?—Yes; I think there has been a complaint about wooden panes being put into the lower tier of the window. The reason that was done was, to prevent so much interference on the part of Messrs. Pickford's clerk with the goods as they came into the warehouse; that was the only reason for it. On one occasion, I found that they had put their names to a delivery note for the Grand Junction Company, totally unauthorized. I beg to deliver in the note, and a letter I wrote in consequence.

[*The same were delivered in, and read as follows:*]

North Foundry, 16th October 1839.

Receive from J. P. Mather, Dixon & Co. per Cart, for Grand Junction Railway Company, per Pickford & Co.:

	Cwts.	*qrs.*	*lbs.*
Four cast-iron cylinders - - - - - -	23	2	0
And two cases - - - - - - - - -	6	3	1

Directed, Great Western Railway Company,
Paddington Terminus, London.

M. D. & Co. request these goods to be sent off this day, as they are much wanted, and an early delivery of them will oblige.

P. M. 608.

Grand Junction Railway, Goods Department Office, Park-lane.

(Copy.)

Dear Sir, Liverpool, 23 October 1839.

Mr. Farmer's explanation of his conduct in writing Pickford & Co. on a delivery note of goods, sent to be forwarded per Grand Junction Railway Company, is, I am sorry to say, not satisfactory. It was an unjustifiable act; and what he says about their having been loaded on Pickford & Co.'s waggons, by our people, is incorrect; they were London waggons; and Pickford & Co.'s goods were put on them along with the Grand Junction Company's goods, to accommodate Pickford & Co. not to entitle them to claim the whole load. The order from the senders was not procured till next day, under what representations Mr. Farmer best knows.

I have given strict orders that Mr. Farmer is not to be permitted to see or to touch any of the Grand Junction Company's notes, on any pretext, in future; and I hope you will instruct him accordingly, for this is not the first or only time he has done a similar thing.

Mr. T. Landor,
Messrs. Pickford & Co.
Duke's Dock.

I am, &c.
(signed) *Andrew Comber.*

I wish to state an instance of our willingness to accommodate any of the carriers; this is an instance in which some goods were sent by Ducrow to go to London; we had loaded them, and everything was ready for starting; Pickford's clerk came down, and said, "These goods are for us; do not send them off." We kept them till the next day; and the next day they procured a note, to say that they were to go by Pickford's and by canal, and not by railway, and I gave up the goods, though they had been actually loaded, and standing

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all night on the waggons, but I gave them up, charging them the amount of the porterage upon them. Mr. Farmer, the clerk of Pickford, gets acquainted with the goods, and then he goes round to the parties, and gets them to direct them to be sent by Pickford's. The note is in these terms:

"Royal Amphitheatre, 11 March 1840.

"Gentlemen,—The luggage of Mr. Ducrow, which left the Amphitheatre yesterday, and delivered to your warehouses, was by mistake, the same being arranged to go by Pickford's canal, to which person's carriers you will deliver the same, and any charges they will see to.

"Yours respectfully,

"Grand Junction Railway Company. "*Ducrow.*"

I gave up the goods, to show that I was not tenacious; if I had been at all tenacious I might have kept them.

3952. Mr. *Loch.*] It has been stated, in illustration of the preference given to the Grand Junction Railway Company as carriers over the private carriers, that there were 30 cwt. of goods left behind belonging to Martin & Co. though they were at the railway station at four o'clock in the afternoon, and that they have no redress for this detention, which must prove very injurious to them; have you any means of contradicting that?—Yes, I have very strong means. There are the notes for the identical goods from Martin & Co., which are marked, to say that our clerk has received them at five P. M. I have inquired, and found it was 10 minutes past four when they got into our yard, but there were several other carts at the door, and they could not get their turn to unload those carts till five, and I wish to show what sort of goods they are. I think there were 24 different packages, every one requiring to be weighed separately, and put into the waggons. We happened to be very busy that day, and could not get those goods off, in consequence of there being in 30 cwt. no less than 24 packages to weigh off. Our general practice is, that we profess that goods arriving after four may have to wait till the next day; we continue loading till five, or even six, on chance, but do not commit ourselves that they will be sent; we keep sending them up to Edge Hill, and if they are in time they will be sent on with the train, but we were not bound by our professions to send them off that night, and it was impossible. I have stated that, in another instance, I allowed a waggon to go with eight or ten cwt. overweight, in order to accommodate them.

3953. A statement has been made to this Committee that three different packages came from Scotland or Ireland by one forwarding agent; that he gave them to the porter to take them to the warehouse, and gave one note to the man in the name of Pickford & Co.; that when the man came, they said, "You have no notes for those two other packages;" that the man said, "Well, make me one, and I will sign it;" that they made out two notes for those packages, but they did not direct them by Pickford & Co.; that the clerk of Pickford's immediately informed their agent; but that you, as the agent of the Grand Junction Company, would not give them up to Pickford & Co.; that you referred to the delivery note, and said, "The delivery note does not say by you, and we shall take them;" will you state whether that was the fact?—It was not our people who made out the note, but the man who brought them; and when Pickford's clerk came to complain, I went to the person and desired to look at the note, and I saw that there was no Pickford & Co. upon it; I am not certain whether it said, "Per Grand Junction;" I said, "The note does not say by you, and I shall not give them to you;" but I rather think they were assigned by the Grand Junction, and that comes to the point I have stated, that we do not go by the direction but by the note we receive. The carriers very frequently quarrel about the goods; they are in the habit of putting tickets, with the names of the carriers, upon the packages of goods; and sometimes it will happen that one carrier claims them as belonging to him, though they have another carrier's name upon them; then they get to a very violent quarrel; and Robins & Co. and Bache & Co. had such a difference that they had a lawsuit about it, but it did not go to trial; that is an objection to our having so many carriers.

3954. It has been stated that the following cases of delay of goods, sent by the private carriers by the Grand Junction, have recently taken place in delivering them at Liverpool; are you able to furnish any explanation of these allegations?— Mr. *A. Comber.* 2 April 1840.

DATE.	Left Birmingham.	Arrived at Tunnel, Edge-hill.	Arrived at Tunnel, Wapping.	Arrived at Carriers' Shed.	Remarks.	Time delayed on the road from Birmingham.
1840:	H. M.	H. M.	H. M.	H. M.		
Feb. 21	1 0 a.m.	9 45 a.m.	10 15 a.m.	2 30 p.m.	- - carts waiting from 11 a.m.	- - ¾ hour at Whitmore.
- 22	12 0 night.	9 40 a.m.	10 15 a.m.	2 30 p.m.	- - -	- - 2 hours at Stafford.
- 24	8 0 p.m. 23d	3 50 a.m.	7 30 a.m.	9 15 a.m.	- - -	- 3 hours at Edge-hill; ¾ do. at Sutton Bank.
- 25	12 30 a.m.	8 25 a.m.	8 30 a.m.	11 30 a.m.	- - carts waiting from 9 a.m.	- - 1 hour at Whitmore.
- 26	12 0 night.	7 50 a.m.	8 15 a.m.	11 0 a.m.	- - -	- - 1 ½ hour at Whitmore.
- 27	12 0 night.	1 17 p.m.	2 25 p.m.	3 30 p.m.	- - carts waiting from 11 a.m.	- - 6 ½ hours at Stafford; engine broke down.
- 28	12 30 a.m.	10 0 a.m.	10 20 a.m.	2 35 p.m.	- - carts waiting from 10. 30. a.m.	- - 2 hours at Stafford; 1 hour at Vulcan Bank.
- 29	12 15 a.m.	8 40 a.m.	9 20 a.m.	1 35 p.m.	- - carts waiting from 10 a.m.	- - 1 ½ hour at Whitmore.

I have a statement of the facts, which I beg to present.

[*The same was read, as follows:*]

February 21.—Pickford & Co.'s carts were loaded before 3 p.m., and they are generally one to two hours in loading. The Grand Junction Company's goods were not loaded on the carts until 4 p.m.

February 22.—Pickford & Co.'s waggons were ready for them at the carriers' shed, and a package was delivered off one of their waggons to E. Reeve, at 11 a.m. The Grand Junction Company's goods for the town loaded at 3 p.m.

February 24.—Pickford & Co.'s waggons ready for discharging at 8 a.m. Monday morning, when the line is always clear for the Grand Junction train, as it arrives earlier on that day.

February 25.—Morris, Herbert & Co.'s goods were discharged and taken away by 10 a.m., at which time Pickford & Co.'s waggons were being discharged into their carts. Grand Junction Company's carts loaded at 12 noon.

February 26.—A quantity of yeast delivered off Pickford & Co.'s waggons, and taken away at 10 a.m., at which time all Pickford & Co.'s waggons were in the shed. Robins & Co.'s cart loaded at 11 a.m.

February 27.—Grand Junction Company's carts loaded at 4 p.m.

February 28.—Grand Junction Company's carts loaded at 3 p.m.

February 29.—Morris, Herbert & Co.'s goods delivered at the stairs at the tunnel mouth at 11 a.m. Grand Junction Company's carts loaded at 3 p.m.

We have not kept any record of the times the waggons have been put into the carriers' shed, nor of the times Pickford & Co. took their goods away; but we have of the times other parties received goods off their waggons. The times stated in the above, as the arrivals in the carriers' shed, must be the times that Pickford & Co.'s carts were loaded, which occupies mostly from one to two hours. My statement as to the 25th and 26th, which can be proved, I think shows this to be the case. I have frequently, when obstructions on our line have prevented Pickford & Co's waggons from being put into what they call the carriers' shed, offered to put them to the nearest landing-place, which offers have often been refused, on account of the greater convenience for loading the carts at the shed used by them. They generally can have their goods before the Grand Junction Company have theirs.

W. W. Cochrane, Wapping Station,
Liverpool and Manchester Railway.

Liverpool, 4 April 1840.

3955. If your station was larger, you would be able to accommodate them better?—I do not know how that would be, but we are putting up a steam-engine which will remove the difficulty, I hope, in some measure.

Jovis, 9° die Aprilis, 1840.

MEMBERS PRESENT.

Mr. Easthope.	Lord Seymour.
Mr. Freshfield.	Mr. Thornely.
Mr. Loch.	

LORD SEYMOUR IN THE CHAIR.

Mr. *James Moffatt*, called in; and Examined.

Mr. *J. Moffatt.*

9 April 184c.

3956. *Chairman.*] WHAT situation do you hold?—I am Secretary and Manager of the Ardrossan Railway Company.

3955*. From Ardrossan to what place?—To Kilwinning, a distance of six miles.

3957. How long has that been opened?—About 10 years.

3958. Are the carriages drawn by horse power, or moved by locomotive power?—Entirely by horse power.

3959. Did you compound for the tax for any time, or have you always paid the duty?—We compounded for several years.

3960. Up to what time?—Up to the current year; to the close of 1839.

3961. What did you pay under the composition?—We commenced with 1*l.* a year.

3962. What was your last composition?—£. 50.

3963. Then you have only been subject to the tax from the beginning of the present year?—Just so.

3964. How many classes of passengers do you carry?—Only one.

3965. Since you have been subjected to the taxation, instead of the composition, have you increased your fares?—Yes.

3966. How much have you increased your fares?—On the whole distance we charged 6*d.* previous to the tax being fully exacted; we now charge 8*d.*

3967. The tax is the eighth of a penny per mile, is it not?—It is.

3968. Mr. *Thornely.*] The tax you now pay is three farthings a passenger per mile?—Yes.

3969. *Chairman.*] But you have raised your fares 2*d.* a passenger per mile?—Yes.

3970. Have you found that that increase of fares has decreased the number of your passengers?—Yes.

3971. Have you a return of the number of passengers, showing the decrease?—I have no return with me, not being aware that I was to be subjected to examination; but, from documents I have with me, I find that the number of passengers from the 1st of January to the 6th of August 1838, previous to the rise of the fares, was 20,818, and from the 1st of January to the 6th of August 1839, after the fares were raised, the fares being raised in the beginning of December 1838, the numbers were 15,525.

3972. You did not pay the increased tax in 1839, but only from the end of 1839?—The composition was raised to such an amount.

3973. You raised your fares, not because you came under the operation of the tax, but because the composition was raised?—Yes.

3974. Mr. *Easthope.*] How much was the composition raised?—First of all to 20*l.*, and then from 20*l.* to 50*l.*

3975. When was that rise from 20*l.* a year to 50*l.*?—It was raised to 20*l.* in the year 1836, and to 50*l.* in October 1838.

3976. *Chairman.*] Can you state what is the amount of the income derived from the conveyance of passengers on the railway, as separate from the conveyance of goods?—I cannot do that at this moment.

3977. Are such accounts kept?—Yes.

3978. Do

3978. Do you keep accounts separating the income derived from the passengers, from the income derived from the goods?—Yes; but I have not the accounts in London.

3979. Is that railway interested in the alteration of the tax as at present levied?—Very materially.

3980. What is the substitute which you propose for the tax which is at present levied?—We propose to pay a per-centage on the gross receipts, in place of paying by the present rate.

3981. Do you propose a per-centage on the gross receipts derived from both passengers and goods?—From passengers only.

3982. You have not brought with you a statement, to show what the effect of that alteration would be?—No; I would have done so if I had been aware that I was about to be subjected to examination.

3983. Is there any coach now between Ardrossan and Kilwinning?—There are two coaches daily, but to different towns, one from Ardrossan to Glasgow, and one from Saltcoats to Kilmarnock.

3984. They are both going to the same point as the railway?—They run beside the railway for part of their journey; they go further than the railway.

3985. Are those daily coaches?—Yes.

3986. How many were there before the railway opened?—There was one from Saltcoats to Kilmarnock twice a week, and one from Saltcoats to Glasgow every morning.

3987. Mr. *Thornely.*] Then the coaching has not decreased in consequence of the railway?—No; it has increased.

3988. *Chairman.*] Do you know what is the charge by coach from Ardrossan to Kilmarnock, the outside fare?—It is 1*s.*

3989. By railroad it is 8*d.*?—Yes.

3990. Have you ever considered what proportion of tax the coach pays in comparison with the railway?—I believe it is much higher.

3991. The railway has a great advantage in that respect then?—Yes, it has.

3992. Mr. *Thornely.*] The railway pays according to the number of passengers carried; but a coach pays whether there are any passengers or not?—Yes, just so.

3993. *Chairman.*] As you complain of the present mode of taxation, should you be willing to accept a taxation upon the numbers you might carry, on the principle on which a coach is subject to taxation?—No, I do not think that would make us any better off.

3994. When could you get the returns which would enable you to speak more decidedly on these points?—In the course of seven or eight days.

3995. Mr. *Easthope.*] When did the composition finally cease?—The 11th of October last.

3996. Have you an account of the number of passengers carried from the 11th of October to any part of the present year?—No; I have not got that with me.

3997. Have you any account of the amount you have paid for the individual tax, compared with the composition?—Since October we have been paying from 2*l.* to 3*l.* per month, about 2*l.* 5*s.* or 2*l.* 6*s.* monthly; the mileage duty since the 11th of October, varies from 2*l.* to 2*l.* 3*s.* or 2*l.* 6*s.* monthly.

3998. What led you to increase the fares 2*d.*, as the three farthings did not amount to nearly the amount of that rise?—Because the directors did not see that they were able to pay the amount of compositions, and pay the tax on the progressive payment. We were running as low as we possibly could; there were other taxes independently of the mileage duty to which we are subjected; the duty on the carriages, and horses and drivers, we have to pay.

3999. Have you the number of passengers you conveyed in the year 1834?—We conveyed about 700 in that year.

4000. What was the rate then?—The rate for the whole distance was about 7 *d.*

4001. Have you the number of passengers you carried in 1835?—We carried 20,000 that year.

4002. What was the rate then?—Then it was reduced to 6*d.* for the whole distance.

4003. Do you attribute the great increase of your passengers to the decrease of your fares?—Partly to that, and partly to the increase of the number of trains.

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trains. In 1834 they run only twice a day; in 1835 they run four times a day.

4004. Did you not increase the number of your trains when you found that the public showed themselves ready to go by them?—The year 1834 was the first year that the thing commenced; we carried in 1833 also, but that was just the commencement of the thing.

4005. What was the gross number of your passengers in the year 1836?—Twenty-nine thousand.

4006. What was your rate then?—Sixpence.

4007. What was the number in 1837?—It was about 31,000.

4008. What was your rate then?—The same.

4009. What was your number in 1838?—About 31,000, I think, the year ending October 1838.

4010. What was your rate that year?—Sixpence to the end of 1838.

4011. In 1839 what was your number?—The number was reduced to about 26,000 for the twelve months ending the 1st of August, I think.

4012. They were reduced by about 5,000?—Yes.

4013. What was your rate then?—It was 8*d.*

4014. Do you attribute that reduction to the increase of your fares?—Yes.

4015. Do you attribute it to anything else?—No, I do not know of any other cause; the same facilities were given; the same number of trains.

4016. Were you subjected that year to the composition, or had you the positive tax of the eighth part of a penny a mile, instead of that you were subjected to in the previous year?—Yes.

4017. The only increase of duty to which you were subjected in the year 1839 was the mileage duty?—Yes.

4018. That was about three farthings on each passenger for the journey?—Yes.

4019. Then you raised your fares 2*d.*?—Yes.

4020. *Chairman.*] You raised your fares before you were subjected to the mileage duty, because of the composition being raised?—Yes, we raised the fares at the end of 1838, the composition being raised then to the full amount of mileage duty that the Treasury could exact.

4021. Mr. *Easthope.*] You raised your fares to more than double the amount of the increase of the tax, did you not?—Yes.

4022. *Chairman.*] You say that the composition was raised to the full amount which the Treasury could exact?—As nearly so as I can possibly recollect.

4023. You carried from January to August in 1839, 15,000 persons?—Yes.

4024. The tax upon those would be one-eighth of a farthing per mile?—Yes.

4025. Does not that tax come to 46*l.* 17*s.* 6*d.*?—Of course: the passengers there are composed of passengers for two miles, and four miles, and six miles; there are three different stages on our line; each passenger did not go the whole length.

4026. If the 15,000 passengers had gone the whole length, the amount would have been 46*l.* 17*s.* 6*d.*?—Yes.

4027. That, for half a year, would have made the amount of taxation nearer 100*l.* than 50*l.* if it had not been for the composition being raised according to the passengers?—Yes, if the whole number of passengers had gone the whole length of the line.

4028. For the whole 15,000 passengers, at 8*d.* a piece, you received 500*l.*?—We received according to the distance.

4029. For the 20,000, at 6*d.* apiece, you would equally have received that same amount if you carried them the whole distance?—Yes, it comes to the same thing.

4030. Then you gained by carrying 5,000 less and receiving the same amount of money?—Yes, with a less establishment.

4031. It is for your interest then in some cases to raise your fares, though by so raising them you diminish the number of your passengers?—By the present mode of exacting the tax I suppose it to be so.

4032. Do you think that that additional 2*d.* did not do more than cover the tax?—I think it would.

4033. Therefore, independently of the tax, it may be of advantage to raise your

your fares, though thereby you diminish the number of your passengers?—In some cases it would be.

4034. Mr. *Easthope.*] Has that been the case with you in practice?—Yes, we have derived more.

4035. *Chairman.*] You carry only one class of passengers?—Just so.

4036. Then the alteration of the tax made on your railway must fall equally upon the passengers if it were taken from the goods income; it is not a case where the poor could be relieved by throwing an additional taxation on the rich, as they pay all the same proportion of fare?—We might carry the lowest class. The population consist almost altogether of weavers, and if we had to pay taxation by the gross receipts, we might find it our interest to put on two classes of carriages, and should do it.

4037. Charging a higher amount for the first class?—Yes, and a lower for the second class.

4038. Mr. *Easthope.*] You state that in 1835 your passengers had increased, from 1834, from 700 to 20,000, and in 1836 from 20,000 to 29,000, and in 1837 from 29,000 to 31,000?—Yes.

4039. Do you not believe that if you had continued the rate at 6*d.*, instead of raising it to 8*d.* you would have increased down to 1839 also, in the same proportion as you had increased previously?—I believe we should have gone on increasing in numbers.

4040. Then would not your revenue have increased as your numbers increased?—Our gross receipts might have increased, but our profits would not, if we had a larger establishment and a heavier rate of taxation.

4041. Will you explain why your larger establishment, and your heavier amount of taxation, that taxation being below the penny, would have defeated the increase of your profits?—We should require a greater number of carriages and a greater number of horses and servants in every respect, to have carried on that increased trade; the more carriages we have, we pay a larger duty on each, and the greater number of horses we keep, we pay duty on an increasing scale.

4042. Mr. *Freshfield.*] You felt yourselves under a disadvantage in carrying on your trade at 6*d.*?—We did.

4043. As your trade increased your establishment increased, and your expenses, and you found that they would increase in a proportion greater than the advance in the income from the fares?—If it were not for the taxation we should have gone on; the mileage duty and the assessed taxes together.

4044. In the first instance you began with paying one pound a-year, and then it was raised to 20*l.*?—Yes.

4045. To what time did you pay 20*l.* a-year?—To 1836, I think.

4046. Yours was an increasing trade to 1836?—Yes.

4047. Between 1836 and 1839 your tax was increased from 20*l.* to 50*l.*?—Yes.

4048. But the increase in your charge to the passengers greatly exceeded that?—It did.

4049. The eighth of a penny per passenger per mile would be three farthings on six miles, for which your fare was 6*d.*?—Yes.

4050. Your increase was 2*d.* on 6*d.*, or five farthings in addition to the tax?—Yes.

4051. Whether your journey be long or short, the proportion would be the same?—Yes.

4052. Was the course you took which led to the decrease in the number of your passengers, to avoid increasing the extent of your establishment?—Yes; and the extent of the taxation.

4053. The extent of the taxation being in the proportion of 3 to 8 on the increased fare charged to your passengers?—Yes.

4054. From October last you state that you have paid at the rate of 2*l.* 10*s.* a month?—Yes.

4055. Suppose the few months from October to the present time is a fair average of the carriage of passengers in the course of the year, that would be less than the amouut of your composition?—Yes.

4056. Two pound ten per month would be 25*l.* a year?—Yes.

4057. Do you find that is a grievous amount of duty?—No; we bear it better, having raised our fares.

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4058. Then at present there is not much to complain of?—We complain of being prevented carrying on the trade to the extent we would wish.

4059. Your object would be to make as much profit as you could on every branch of your traffic?—Yes.

4060. You carry goods as well as passengers?—Yes.

4061. The profit you look to is the result at the end of the year?—Yes.

4062. If you could make a larger profit by carrying at a lower fare, you would carry at a lower fare, whatever the fare was?—Yes.

4063. Your object is to be relieved from one of the outgoings on your trade? Yes.

4064. Would you have any objection to pay a per-centage on the whole receipts, from whatever source?—Yes.

4065. Even though it should be a very small per-centage?—That would depend very much on the per-centage; but if we were to pay a tax on our merchandize revenue, we should object to that.

4066. You have raised your fares 2 *d.* when the whole charge for taxation was three farthings; is that the whole you have to complain of in respect to taxation?—Yes.

4067. You would object to being taxed on your whole receipts, even though it should be a moderate tax?—Yes, I think so.

4068. If you paid on your whole receipts a certain per-centage, you need not keep any separate account of passengers' fares?—We generally keep each department separate.

4069. Your receipts must be put on one side, and your expenditure on the other, to ascertain whether you have gained; what would be your objection to your paying upon your gross receipts from whatever source?—I cannot answer that question.

4070. Your object is of course to carry on each branch of your business at the least possible expense?—Yes.

4071. Therefore you would be glad to be relieved from the tax?—Yes.

4072. You would also be glad to find a cheaper mode of carrying your passengers than by horses and carriages?—Yes.

4073. The real object is to reduce the burden on the company?—Yes, and to enable the company to carry a lower class of passengers than they have been at present able to do.

4074. You would not carry those passengers unless you could carry them at a profit?—No, certainly not.

4075. You believe that the tax would make the whole difference?—I believe it would.

4076. Mr. *Thornely.*] How many passengers do you usually carry in one train?—They vary; I have seen trains going with one, and sometimes with 20; we have just one carriage runs at a time, which carries 24 passengers.

4077. *Chairman.*] Is that drawn by two horses?—By one horse.

4078. Are you acquainted with any other of the Scotch railways?—I am a little acquainted with some of them.

4079. Have you any shares in any other?—No.

Mr. *Charles Alexander King,* called in; and Examined.

Mr. C. A. King.

4080. *Chairman.*] WHAT situation do you hold under any railway company?—Secretary and manager of the Garnkirk and Glasgow Railway.

4081. When was that railway opened for the conveyance of passengers?—Near the end of the year 1831.

4082. Do you use horse-power or locomotive power?—We use locomotive power on that railway, but we are obliged to carry on our passengers by part of another railway, on three miles of which we use horse-power; but on our railway the whole trade is done by locomotive engines.

4083. What is the length of your own railway?—Eight miles and a quarter.

4084. From what place does your railway go?—From Glasgow to Airdrie; our own railway goes from Glasgow to Gartsherrie, which is eight miles and a quarter.

4085. Then you join another railway which takes you on to Airdrie?—Yes.

4086. What distance is that?—About three miles.

4087. Have you more than one class of passengers?—We have two classes, a first

a first and a second, but our first forms but a very small per-centage upon the whole; about 10 per cent. of the whole number.

4088. What is the amount of the fare you charge for the first, and what for the second class of passengers?—For the first class the fare is 1*s.* for the whole distance; for the second class the fare is 9*d.* for the whole distance, that is, for the 11 miles.

4089. Have you not raised your fares lately?—We have.

4090. When did you raise your fares?—In April 1838 I think they were raised to 10*d.*; but that was continued for a very short period.

4091. Will you state at what rate you opened, and what have been your fares for each class of passengers since you opened?—In 1831, when we commenced carrying passengers, the fare was 6*d.* for the second class for the 11 miles, and 9*d.* for the first class.

4092. At that time you paid a composition of 10*l.*, did you not?—We did not pay anything at that time.

4093. When did you first pay the composition?—I think in the end of 1832, but I am not quite certain.

4094. What was the first composition you paid?—£.10 upon our own railway, and 5*l.* upon the other.

4095. When did you first raise your rates?—In the beginning of 1837 we increased the rates to 1*s.* for the first class, and 8*d.* for the second class, in consequence of the composition being raised, and also in consequence of the price of coal increasing very materially at the time, and other circumstances.

4096. Can you state what was the effect of your raising the fares, by giving an instance of three or four months of the increased fares, and three or four months of the fares before they were increased?—I can state the effect upon the whole year succeeding that increase. In the preceding year, before the rise took place, that is to say, in the year 1836, the number of passengers carried was 145,700; and the next year, while the increased fare was in operation, the number was only 119,400.

4097. What was the amount of income you derived from passengers in those two years?—In 1836, the revenue from passengers was 3,850*l.* 4*s.* 7*d.*; in 1837, it was 3,803*l.* 9*s.*

4098. You carried, in 1837, 26,300 fewer passengers, and you diminished your income by about 47*l.*?—Yes, just so.

4099. Is not the expense of carrying 119,400 passengers considerably less than carrying 145,700?—I do not think that it made any difference.

4100. Had you an equal number of trains in the day?—We had.

4101. Did you send an equal number of carriages with each train?—Perhaps not; but we do not consider that the addition of a carriage makes any expense worth calculating; it is the engine makes the difference.

4102. You do not consider the wear and tear of carriages as worth consideration?—It is an item in the account, but I cannot put a sum upon it in this case.

4103. Does the weight attached to an engine, if the engine has to make a journey, make no addition to the expense?—The weight does not make any material addition to the expense; but if the engine, by the addition of one carriage, becomes overloaded, then of course it has a very material effect.

4104. Having stated what you carried in 1837, will you state the fares in 1838, and the number of passengers in that year?—In 1838 we got notice that the composition would not be renewed, and that the full tax would be exacted, commencing in October 1838, but we did not raise the fares till April 1839; we were in expectation of getting a renewal of the composition.

4105. During the whole of 1838 you carried passengers at the same rate that you charged in 1837?—We did.

4106. What was the whole number of passengers you carried in 1838?—126,810.

4107. What was the income you derived in 1838 from the 126,810 passengers?—£.4,119. 16*s.* 6*d.*

4108. What was the amount of composition you paid in the year 1838, when your income was 4,119*l.* from passengers?—£.160.

4109. As compared with the year 1836, you had a very considerable increase in your income, although you were still carrying a diminished number of passengers as compared with 1836?—We had an increase of 316*l.*

Mr. *C. A. King.*

9 April 1840.

4110. In April 1839 you raised your fares again?—Yes, we did.

4111. What fares did you impose in April 1839?—In April 1839 the increase was 2*d*., making 10*d*. for the lowest class, which was reduced again in the end of August to 9*d*.

4112. What was your reason for that reduction in August?—We found the numbers diminishing so rapidly.

4113. What are the numbers you carried for those three months of May, June, and July, which led you to make that reduction; can you state them weekly as compared with the former year?—I can. The alteration began in April; in May, in the year 1838, the number was 2,168 in the week; in the corresponding week of 1839 the number was 1,660, that was while they were paying in the one year 8*d*. and in the other 10*d*.; in the next week in May the numbers were 2,383 in 1838, and 1,662 in 1839.

4114. Will you state what was the amount you received in the previous two weeks as compared with each other?—The first week in May 1838 the money received for passengers was 70*l*. 12*s*. 8*d*., in 1839, 59*l*. 6*s*. 5*d*.; in the second week in 1838, 77*l*., and in 1839, 59*l*. 1*s*. 5*d*.

4115. Will you state the whole number of passengers in 1839, and the whole revenue from passengers?—The whole number of passengers was 97,746, and the revenue was 3,397*l*. 13*s*.; the falling off in the number of passengers as compared with 1838 being 29,064, and the decrease in revenue 722*l*.

4116. In consequence of the decrease in the number of your passengers and your profits, you again reduced the fare in August to 9*d*.?—We did.

4117. After the deduction, did the number of passengers again increase?—Very little.

4118. What other means of conveyance is there for passengers between Glasgow and Airdrie?—There is a canal.

4119. What time do the canal boats take in performing the journey?—About two hours.

4120. Do many passengers go by them?—A considerable number; I think about 60,000 in the year 1838 or 1839.

4121. What time does the railway take in going from Glasgow to Airdrie?—On the Garnkirk part, with steam, I think from about half an hour to 40 minutes; for the whole distance, an hour; we have three or four stoppages upon the line, and do not go at a great rate of speed.

4122. Mr. *Thornely*.] What is the nature of the stoppages?—To take up and set down passengers.

4123. *Chairman*.] What is the charge by the canal compared with that by the railway?—The charge by canal is 5*d*. for the lower class, and 8*d*. for the better class.

4124. What accommodation have the better class by canal?—They are separated from the lower class; the lower class are at one end of the boat, and the better class at the other end.

4125. Your railway company petitioned the Treasury once or twice upon the subject of the tax, did they not?—They did.

4126. Is there any coach now between Glasgow and Airdrie?—There are several.

4127. What is the outside fare by coach?—One shilling; I think they have varied their fares frequently; but I believe the fare for the outside has run from 1*s*. to 1*s*. 3*d*.

4128. Can you state what you derive upon your railway from the conveyance of goods, in the year, as distinguished from what you derive from the conveyance of passengers?—I think I can.

4129. Will you state it for 1837, 1838 and 1839?—In 1837 the gross revenue of the railway company, exclusive of passengers' fares, was 8,036*l*. 7*s*. 2*d*.

4130. What was the amount for passengers in that year?—£. 3,803. 9*s*.

4131. What was it in 1838?—In 1838 the revenue, exclusive of passengers' fares, was 9,523*l*. 17*s*. 8½*d*., and for passengers 4,119*l*. 16*s*. 6*d*. In 1839, for goods, 10,065*l*. 4*s*. 7½*d*., and for passengers, 3,397*l*. 13*s*. 9*d*.

4132. It appears from this that your income received from passengers has fallen off, while your income from goods has increased?—It has.

4133. You have stated that there were other reasons besides the tax, which induced you to raise the charge for passengers' fares?—Yes.

4134. One was the great price of coke?—Yes; we use coal, not coke.

4135. Did

4135. Did you not raise your fares in a much greater proportion than was necessary to cover the amount of the tax?—Upon the first occasion of raising the fares we did increase them to a larger extent than was necessary to pay the composition, for the reason I have mentioned, that the expense of conducting the trade had increased, and it had all along been a trade which was not yielding us any profit.

4136. Mr. *Thornely.*] Was it the trade in the conveyance of passengers which did not yield you a profit?—We thought it did not.

4137. Were you dissatisfied with the profit on the goods part of the concern?—That was the only other branch of trade we had, and we were obliged to be satisfied with it.

4138. *Chairman.*] What was the cost of constructing your railway: in the petition to the Treasury you stated that you had expended on the railway and relative works above 120,000 *l.*?—I cannot charge my memory with the sum, but I believe that is correct.

4139. Mr. *Easthope.*] Is it a double line of railway?—It is.

4140. *Chairman.*] Can you state, from any paper before you, what has been the cost?—I have not the means of giving the cost of the railway.

4141. You stated, in your petition to the Treasury, that one great benefit which this railway had conferred upon the public was, that it had reduced considerably the price of coals to the manufacturers of Glasgow?—I believe it was so stated.

4142. At the same time you say that for the purpose of your own railway the price of coals had risen?—At the period I mention there was a very sudden and large increase in the price of coals.

4143. Mr. *Thornely.*] Was that rise permanent?—Not to the full extent, but coal is still higher than it was previous to that rise.

4144. *Chairman.*] You state also that very few passengers go by your first class of carriages?—Very few.

4145. What alteration of the law do the petitioners desire which would give them relief from the tax of which they at present complain, without being injurious to the revenue?—In the petition which is to be presented, I believe the plan of a per-centage on the gross revenue is suggested, instead of a charge per passenger.

4146. Do you mean on the gross revenue derived from all the traffic of the railway?—On the gross revenue from passengers alone.

4147. What security would the Government have for having such a revenue, since many of your passengers do not go the whole distance, and therefore the account would be a complex detail, depending on the varying distances which passengers were conveyed?—I think that that difficulty is more applicable to the present mode of exacting the tax than the one I refer to.

4148. Are the books now examined by the collector of taxes for the purpose of seeing the amount of the tax?—No, the books are open to them, but they have not examined them.

4149. They do practically take the statement on oath of the managers of the company?—Yes, they do: that statement gives a return of the passengers travelling different distances upon the railway, and they depend for its accuracy upon the reports of the guards and collectors connected with the trains; were the tax levied upon the gross revenue, all that the collector of taxes would require to be proved to him would be the gross amount of the revenue at the end of the month.

4150. Mr. *Thornely.*] Those amounts of the gross receipts of your railway are laid before your directors and proprietors at least once a year probably?—There is a meeting monthly of the directors, when the state of the trade is laid before them.

4151. *Chairman.*] Can you state what amount of tax you paid for the year 1839?—We paid for what is properly called the passenger-tax 487 *l.* 14 *s.* 9 *d.* for the Garnkirk Railway Company. The composition contract had not expired for the three miles of the other railway leading to Airdrie.

4152. You paid for the last year of the composition 350 *l.*, did you not?—No, 160 *l.*

4153. Mr. *Freshfield.*] Did the 487 *l.* include the proportion of the composition on the Airdrie railway which had not expired?—It did.

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4154. *Chairman.*] The 487 *l.* consists then of two items, the mileage duty on your own railway, and the composition of the three miles on the other railway?—Yes.

4155. Can you divide that into two sums, the mileage and the composition?—The composition paid upon the other railway amounted for the whole year to 10 *l.*

4156. Mr. *Thornely.*] Can you state to the Committee what per-centage upon your passenger income, received upon the Glasgow and Garnkirk Railway, the sum of 487 *l.* 14 *s.* 9 *d.* would amount to?—I have a note of the per-centage, which is at the rate of 15 *l.* 1 *s.* 9 *d.*; that includes the whole sum of 487 *l.* 14 *s.* 9 *d.*; that is the amount of the per-centage on our gross revenue, both the passenger-tax exacted in full on our own railway, and the composition which was paid on the other railway.

4157. Taking the tax upon the whole line of railway throughout to Airdrie, it would amount to how much per cent.?—To upwards of 15 per cent.

4158. *Chairman.*] Do you not pay upon the shorter line, where the coaches are drawn by horse-power, a tax for the coaches so drawn, independently of the composition for railway conveyance?—Yes.

4159. What is the amount of that tax you pay for the coaches drawn by horse-power?—I do not recollect at present the amount per coach; but the total amount paid by us for the coaches and guards is 25 *l.* a year.

4160. You are understood to say, that in order to give the same amount of revenue to the state, it would be necessary that the tax on the income derived from passengers should be at the rate of 15 per cent.?—The construction I put upon the question was, that it was wished to know the amount of per-centage we did pay, not what it would be necessary that we should pay in order that the Government might continue to receive the amount of tax they do under the present system.

4161. As long as you carry the same number of passengers, it would be necessary that the tax should be at the rate of 15 per cent., would it not?—Certainly, to produce the sum which we have paid during the last year.

4162. But you think that a reduction of per-centage in the tax would increase your number of passengers by allowing you to reduce your fares?—I have not the least doubt of that.

4163. Have you ever travelled on the Edinburgh and Dalkeith Railway?—I have.

4164. Do you know the length of that railway?—It is about eight miles, and there are branches made.

4165. Do you know the fare by that railway?—I think 8 *d.* and 1 *s.*, but I am not quite sure; at one time the fare was 6 *d.*, but I have understood it has been raised.

4166. Do you not think that if a change were made in the mode of taxing railways, by its being taken off the passengers and placed on the gross income derived from passengers on railways, the companies would then complain of an inequality of taxation on account of the different relation which the gross receipts bear to the net profits on the different railways?—I have not considered that question so as to be able to give an answer what the result might be in that view.

4167. Do you not think that the gross receipts might be said to be a very unfair subject for taxation, unless the expenses of the railway were also taken into consideration?—Very likely; but for instance, in the case of the Garnkirk Railway, I do not well see how the tax could be levied upon the net profits.

4168. There would be great difficulty in all railways in levying the tax on the net profit?—I think so, especially in those where the conveyance of goods and passengers is united.

4169. You think it very likely that there would be complaints if the tax were levied on the gross receipts?—I think that may be likely; but I have not sufficiently considered that question to give a decided answer upon it.

4170. As you have said that the Glasgow and Garnkirk Railway are now taxed at the rate of 15 per cent., do you think they would be willing to pay a tax of 10 per cent. on the income derived from passengers?—Of course they would be better pleased to pay that than the present assessment, more especially because, although the amount of the tax last year was only what I have stated, 487 *l.*, yet during the current year it will be very considerably increased, probably

probably 150*l.* or 200*l.* more, in consequence of not having the advantage of the composition to Airdrie.

4171. Do not you think that there would be very great complaint from all the other railways if such a tax as 10 per cent. on the income derived from passengers were imposed?—It is very possible that those which are paying only four or five per cent. might complain.

4172. Mr. *Thornely.*] Your complaint is, that the tax upon your comparatively unexpensive railway, where low rates of fares are charged for passengers, is equally high as upon the London and Birmingham, and the other more expensive railways, which travel at a greater speed?—Yes, and which exact high rates of fare per mile.

4173. The proposal you make to the Committee is, that the tax should be equalized by an *ad valorem* tax upon the gross receipts of the company, instead of a uniform rate of tax by the mile without reference to the charge for passengers?—That is one suggestion in the petition to The House of Commons; but I think there is another suggestion, that the rate of tax should graduate according to the rate of charge per mile per passenger; that low rates of charge for passengers should be taxed at a lower rate than high rates; that there should be an ascending scale.

4174. Have you any such scale to submit to the Committee?—I have not. It has also been proposed, but that is not suggested in that petition, to fix the tax according to the length of the railway, seeing that long lines of railway are much more able to pay the tax than short lines of railway, the comparative expense being so much greater in the case of the short lines of railway.

4175. *Chairman.*] No alteration would be satisfactory to your railway company, unless you paid a less amount of tax than you do at present?—Of course not.

4176. Therefore, either the public revenue must be diminished, or else the diminution of the tax on that railway must be made up by an increased tax on other railways?—Unless it so turned out that an alteration of the passengers' tax made such an alteration in the rates of fares charged on different railways, as to increase to a very large extent the amount of travelling.

4177. Acquainted as you are with railway travelling, do you think that a reduction in the amount of the half-farthing a mile would make such a great alteration in the amount of the fares as very greatly to increase travelling?—I am quite satisfied that, in the case of our own railway, a very small reduction, for instance, a reduction to the former rate of 8*d.*, would increase the rate of travelling very much; and at the same I should think that an increase to a small extent upon the fares of railways carrying the richer classes of passengers, would not diminish the quantity of travelling upon those railways.

4178. You stated that already very few passengers go by your first-class carriages?—Yes.

4179. Therefore any tax, so graduated as to pay a larger amount upon this first-class passengers, would probably go still more to diminish that amount?—I do not think that a slight increase in the first-class fares in the Glasgow and Garnkirk Railway would diminish the number.

4180. Why do you not now increase your fares upon the first-class passengers, and diminish it upon the lower class?—Any increase that we could make upon our first-class passengers, just now, such as to enable us to afford a reduction upon the second class, would require to be so very considerable that it would have a preventive effect, the very effect mentioned a short time ago.

4181. Mr. *Thornely.*] Raising the fares of the first-class passengers to any extent, would, in your opinion, lessen the amount in the aggregate?—It would if we raised them to any great extent, have that effect; our proportion of first-class passengers is very small.

4182. *Chairman.*] You stated just now, that you thought the tax might be graduated, and that taking it off the second-class and putting it on the first-class would be attended with no diminution?—I remarked that as relating to other railways, not our own.

4183. Referring to your own, how do you think a graduated tax, rising on the first-class passengers and diminishing on the second, would diminish very greatly the amount of your first-class passengers?—I think it would not if the increase was not great; it would depend very much upon the amount.

4184. Might you not now make such an adjustment of fare between the two classes of passengers, as would give relief to the lower class without at all diminishing the first-class?—I rather think we could not.

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4185. Mr. *Freshfield.*] Any proposition of altering the scale is in fact with a view to reduce the charge on the whole amount?—Quite so.

4186. It is not to increase the charge upon the higher class, but to reduce it upon the whole?—So far as our own railway is concerned: but in my opinion it would have the effect of increasing the tax generally.

Captain *Huish*, called in; and Examined.

Capt. *Huish.*

4187. *Chairman.*] YOU are Secretary to the Glasgow, Paisley, and Greenock Railway Company?—I am.

4188. Mr. *Thornely.*] What will be the length of that railway when opened?—Twenty-two miles and a half; it runs from Glasgow, through Paisley and Port Glasgow, to Greenock.

4189. The railway is not yet opened?—It is expected to be opened in August.

4190. Have you, or the directors of the company, considered the tax on passengers by railways?—We have; and I have in my hand a petition which I hope to get presented to-night upon the subject.

4191. What is the object of the petition you propose to present?—It is to pray the House to modify the existing tax, which is one-eighth of a penny, into some less objectionable one. It states that the petitioners are proprietors of the Glasgow, Paisley, and Greenock Railway, which is now approaching its completion; they complain that the tax of one-eighth of a penny per mile upon each passenger is laid without any reference to the rate of fare chargeable by the company; that the company will be thereby entirely precluded from carrying passengers at low fares, which they would otherwise be enabled to do, in consequence of the tax falling with undue severity on low rates, whereby the public is in a great measure deprived of the advantage of the railway, the returns to the company are materially reduced, and the revenue of Government lessened; that the case of the petitioners is one of peculiar hardship, inasmuch as the railway runs close to the River Clyde, on which a constant and very extensive communication is kept up between Glasgow and Greenock by steam-boats, which is altogether free from any tax either on the vessels or passengers carried thereby; and, inasmuch as there is not a single coach between Glasgow and Greenock, which the railway can displace, the petitioners therefore pray that the House will be pleased to cause the mode of levying the tax to be changed into a per-centage upon the gross receipts from the passengers on the railroad, or to be levied on a graduated scale of duty, diminishing with the amount of the fare charged, which will leave unfettered the exertions of the company to accommodate the public, which the petitioners are satisfied would be more lucrative to the Government than the present tax.

4192. Mr. *Easthope.*] Have you formed any scale of charges?—The peculiarities of our trade will force us to carry at a lower fare than is probably charged on almost any railway in the kingdom; at the same time we have every reason to expect we shall have a larger traffic than any railway; that is, a larger number of passengers, multiplied by the number of miles travelled.

4193. Do you purpose to use locomotive power?—Entirely.

4194. In what time do you expect to accomplish the 22 miles?—We hope to do it in three quarters of an hour.

4195. In what mode will your scale of charges be regulated?—Our charges are in fact regulated for us by the existing charges upon the river, which are very low; they will preclude us from charging high; our idea at present is, 2*s.* the first class, and 1*s.* 6*d.* the second.

4196. Mr. *Thornely.*] What do the steam-boats charge?—Eighteen pence and a shilling.

4197. In what time do the steam-boats make the voyage?—When the Bill was before Parliament, it was proved that the average time was two hours and a half for a passage, I think, running over a scale of twelve months.

4198. The Government duty on the passengers by your railway will be two-pence three farthings each?—Yes.

4199. What per-centage will the Government tax of two-pence three farthings per passenger be upon your first and second class?—It will be about 13 per cent.; in following up the answer to the question, I should state that the company are anxious to introduce a third class carriage at a shilling for the whole distance,

distance, to meet the exigencies of a very peculiar class of travellers; a vast number of Irish reapers and persons of that description, they will be wholly precluded from doing that by the present tax, because on a shilling for the whole distance the tax paid to Government would be 25 per cent. upon the whole receipt.

4200. Mr. *Easthope.*] What is the amount of tax which you would think it reasonable you should be subject to upon those low rates of fares?—The prayer of our petition is for a fixed per-centage; if I were asked what I should conceive we can fairly bear, allowing us a reasonable return for our industry, I should say that 5 per cent. was what we might fairly pay, and what the Government would have a right to expect.

4201. Do you mean five per cent. upon the whole gross receipt?—Upon the gross receipt from passengers, for with that five per cent. a fixed thing, leaving us unfettered to get the largest amount out of the public which we could, I am persuaded more would be produced by the very lowest rate, and a larger sum paid to Government; I apprehend certainly not less than that levied under the present system, for by the tax as at present levied, we shall be prohibited from carrying a great portion of the public.

4202. *Chairman.*] Have you, in your Act for incorporating the railway company, a maximum amount fixed for the carriage of passengers?—Yes.

4203. What is that maximum?—I think it is 3*d.* a mile, a much larger sum than we shall ever be able, under our peculiar circumstances, to exact.

4204. Mr. *Easthope.*] What did you contemplate to be the entire expenditure in the construction and furnishing of your railway?—I think about 21,500*l.* or 22,000*l.* a mile, including the carrying establishment; we imagine our expenditure will be about 480,000*l.*

4205. When was it commenced?—The Act was obtained in 1837; it was commenced in June 1838.

4205*. *Chairman.*] You commenced it with the perfect knowledge of such a tax being imposed on the passengers by law?—We did.

4206. Thinking that although there would be such a tax, the railway would still be a profitable concern?—I was not connected with the railway company at the time the Act was obtained or applied for.

4207. Do you not imagine that those who undertook it, did so with a perfect knowledge of the tax?—They ought to have had that knowledge; but whether they took it into consideration at the time I cannot say.

4208. Mr. *Easthope.*] In the estimates laid before Parliament on obtaining the Bill, what calculation was made as to the proportion of the revenue which would be required for working the line?—I think one-third was put down in the estimate for the expense of working the line.

4209. What was estimated as the gross revenue of the railway?—About 85,000*l.* a year, I think.

4210. Was that entirely to come from passengers, or partly from passengers and partly from goods?—A considerable sum from goods.

4211. In proposing to pay a composition tax instead of a passengers' tax, do you mean to say that you think that should not be on your gross receipt, including passengers and goods?—I am not aware that there is in any case a tax on the carriage of goods at present, therefore that would be a new head of taxation; I mean five per cent. on our passengers.

4212. Mr. *Thornely.*] Does the adjustment you propose of the passengers' tax, making it an *ad valorem* tax instead of a rate per mile, imply an advance upon the other railways merely, or would you be satisfied with paying an *ad valorem* tax on your own railway?—Of course we should to that extent; but the Scotch railway companies I may say, as a body, feel this tax more than any other, inasmuch as they are compelled, from the comparative thinness of the population, and the poverty of the districts, to carry at a much lower fare than the great English railways.

4213. *Chairman.*] At the same time, do you not think that there would be a very great difficulty in making the alteration, because such an alteration, which might be very favourable to the Scotch railways, would be considered very unfavourable to the English railways?—I believe the tax on the English railways now averages something like five per cent., therefore I apprehend they would not suffer, whereas it could leave them in the same situation as if

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they were at liberty to increase their revenue by any means in their power, and the Government would be benefited in the exact ratio in which they benefited themselves.

4214. From what knowledge do you make that statement, that you believe the tax averages five per cent. on the English railways?—I collect that from the Report of this Committee in the last Session; it may be higher.

4215. Mr. *Thornely.*] Your belief is that a very small increase upon the tax upon English railways, making the cheaper railways of Scotland pay at the same rate, would raise to the Government the same amount that is now paid by what you complain of as an unequal tax on the two countries?—I do. There is another suggestion in this petition, which is that of a graduated scale of duties, diminishing with the amount of fare charged. I would illustrate that in this way, that if the fare were twopence halfpenny per mile, the tax should continue one-eighth of a penny, then from twopence halfpenny to a penny halfpenny per mile one-twelfth, and from that downwards that it should be one-twenty-fourth, which would in some degree be a premium for low fares. I confess myself that I should be more favourable to a per-centage upon the gross receipts from passengers, for several reasons; in the first place, that it is a more fair and equal one to all the railways, and it identifies the interests of the companies and the Government.

4216. It is your opinion that an *ad valorem* duty would be more fair than the graduated scale recommended by some parties?—I should be happy to see that, but I should prefer a per-centage on the gross receipts, as it is more simple and less liable to evasion in every way.

4217. You do not anticipate any difficulty in the departments of the Government connected with the taxes being satisfied, as to the accounts which will be laid before them of the gross receipts of the company?—None whatever; because the accounts would be far more simple than they are at present.

4218. Mr. *Freshfield.*] Is that opinion given with reference to your own railway, or as a general opinion with reference to all railways?—I consider it a far more fair proposal for all railways.

4219. You think that the circumstance of greater competition in one place, and greater expense, and the inability of the company to obtain a larger profit in one instance than another, ought to make no difference?—Were I to choose, I should prefer a per-centage on the net returns; but that might be some inducement to extravagance, inasmuch as those railways which did not pay any dividend would pay no tax to Government at all.

4220. Does it not appear to you that different railways must be in very different circumstances as to the expenses of carrying on their trade?—Yes; and I cannot conceive that any mode of levying the tax can have relation to all those differences affecting the different companies.

4221. *Chairman.*] You see great practical difficulty in taking the tax on the net receipts?—I fear it might be objected to on the part of the Government.

4222. If it were taken on the gross receipts, it is probable that many companies would complain, by stating, that although they received a certain sum for gross receipts, that sum was reduced by the interest on the large capital they had expended, and by various other incidents, and that it was more fair for them that the net receipts should be taken into consideration?—I should perfectly agree with them, if that could be done in an abstract point of view; it would be the fairest towards the companies to fix it according to their profits; but I fear it would be very difficult to carry that out, and therefore the next best thing is a tax on their gross receipts.

4223. Mr. *Freshfield.*] One company might be obliged to carry at a low rate in consequence of the existence of competition; another might be enabled to obtain a larger profit in consequence of the want of competition?—I would therefore leave all the companies at liberty to arrange according to circumstances, instead of binding them to an increasing and prohibitory tax as they came down in their fares.

4224. Mr. *Easthope.*] Do you think if the tax were reduced in the proportion of one-half for passengers who paid only at the rate of 1 *d.* per passenger per mile, that would have any operation in inducing railway proprietors to convey at that rate?—I think it would furnish a very considerable inducement.

4225. Suppose the Government to reduce the tax in proportion one-half on passengers who paid 1 *d.* per passenger per mile, do you believe the revenue would

would be kept up by an increase of that description of passengers?—I believe that in England the principal revenue of the railways is derived from the better class of passengers; in Scotland it is derived almost entirely from the poorer class of passengers; I think, therefore, in Scotland the reduction of the tax on the low fare would enable the company to reduce the fares, and would increase the revenue; whereas in England, not deriving their profits from the poorer class, they would be enabled to create almost a new traffic of that description.

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Mercurii, 20° die Maii, 1840.

MEMBERS PRESENT.

Mr. Easthope.	Mr. Loch.
Mr. Freshfield.	Lord Seymour.
Mr. French.	Lord Granville Somerset.
Sir James Graham.	Mr. Thornely.
Mr. Greene.	Sir Harry Verney.

LORD SEYMOUR IN THE CHAIR.

Captain *Lawes*, R.N. called in; and Examined.

Capt. *Lawes*, R.N.

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4226. Sir *James Graham.*] YOU are a post-captain in the Royal Navy?—I am.

4227. How long have you been connected with the Manchester and Leeds Railroad?—I have been connected with it ever since they commenced preparing for their Bill.

4228. When was that railroad first opened?—On the 4th of last July.

4229. To what extent?—To 13½ miles from Manchester to Littleborough.

4230. Is the country traversed in those 13 miles thickly inhabited?—Yes, it is.

4231. What is the amount of the population having easy access to those 13 miles?—Including Manchester, I should think full 500,000.

4232. Have you from the commencement had a large number of passengers?—We have had from the commencement up to the last Government Return, 431,473 passengers.

4233. In what space of time?—Nine months exactly; the Government Return happens to come on the same day of the month that we opened.

4234. Is the maximum of fares for passengers, chargeable on the railroad, limited by the Act?—It is.

4235. What is the amount of the limitation?—Threepence halfpenny per mile per passenger.

4236. The same as on the London and Birmingham?—I believe it is the same.

4237. To what extent have you acted within that maximum?—Our first-class fare is 3*d.* per passenger per mile on the long passage; in the short fares we charge as our Act authorizes, six miles, and the average of all the first-class fares would come to 3¼*d.* per passenger per mile, that is a farthing a passenger per mile within the limit of the Parliamentary maximum.

4238. What is the sum charged for the second class?—Twopence per passenger per mile, and the average of it would be about 2¼*d.*, taking the short fares.

4239. What is the third class?—One penny per passenger per mile; the average bears about the same proportion, the intermediate traffic being nearly equal; there is a fractional difference upon the 1*d.* less than a farthing per mile, including the short fares.

4240. Can you give the Committee the distribution of the gross number of passengers, under the different heads of fare?—I am not sure whether I could without reference to Manchester; but I can give it on four months up to January last; the Return the Committee has already called for gives that.

4241. *Chairman.*] Can you state generally what proportion the first, second, and third classes of passengers bear to each other?—I can state it for the last month, the Government month, from the 3d of March to the 6th of April (the duty being made up the first Monday in every month), both days included; the total number of first-class passengers was 1857, the second class 10,394, and the third class was 44,476.

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4242. In your experience, has the number of third-class passengers increased in proportion to the first and second since the opening, or has it decreased?—It has very considerably increased; except taking the first week, it has increased in proportion considerably.

4243. The tendency has been progressive of the third class to increase in this relative proportion to the other two ever since the opening?—Very much.

4244. And up to the latest period?—Yes.

4245. What class of persons have constituted the third-class passengers on the line since its opening; are they the working classes?—They are the working classes principally; but a very large proportion of persons, who could very well afford to pay the first and second class, avail themselves of the third; tradesmen, and even bankers. I have seen one of the most wealthy bankers in Rochdale, reputed to be so, riding in our third-class carriage, when the first class had not a passenger in it; and the very last week I saw Mr. Hopwood, a gentleman very well known in our part of Lancashire, riding on our railway; he said, "I am going in your Stanhopes;" he got into the third-class train.

4246. What is the nature of the accommodation you provide for your three classes of passengers?—The first class is a handsome carriage, common to most of the railways; the second class is a covered carriage, with no windows in it, but shutters, and no lining and no buffer springs, made with much less expense than the first, costing about half; the third class is an entirely open carriage, without seats, and one carriage holds 80 persons.

4247. How many does the first-class carriage hold?—Eighteen, and the second 18 also.

4248. Sir *James Graham.*] The third-class carriage is not covered over at all?—No, not even protected from the sparks of the engine.

4249. Do the hand-loom weavers use this means of conveyance in coming to Manchester?—I can answer that question by a positive return; Middleton is a place where the hand-loom weavers in the neighbourhood of Manchester principally reside; Middleton, though comparatively an insignificant place, is one of our best stations for third-class passengers, they being entirely weavers.

4250. The master manufacturers of Manchester put out work to the hand-loom weavers in the neighbourhood?—They do.

4251. Those weavers, at stated times, when the appointed work is done, bring their own work into Manchester, to return it to the master manufacturer who puts it out?—They do.

4252. Is it their habit now very generally to use your railroad as a rapid means of passing to and fro from their homes to their masters?—I believe there is not a train to be found without some of the weavers in it.

4253. Do you perceive an increased disposition on the part of the hand-loom weavers so resorting to Manchester at stated periods to use your railroad?—Yes; and that they come in from another district called Compton and Shaw; they walk about four miles to reach our railway, and they then get on the railway and ride down to Manchester, when perhaps their load is heaviest, and walk back, as they could not afford to pay for a ride each way.

4254. What is the distance from Compton to Manchester?—About six miles and a half.

4255. Heretofore the hand-loom weaver going to Manchester must have had to walk from Compton, carrying his manufactured article into the town?—Yes, and bringing back the raw material.

4256. A large consumption of time must have been the consequence?—A very large consumption of time must have been the consequence.

4257. How frequently has an ordinary workman to return to Manchester to bring back his work?—Never less than once a week.

4258. Once a week a hand-loom weaver working at Compton for a Manchester master would have to walk to Manchester with his piece of goods, and return with his material?—Yes.

4259. In what time can he by your railroad perform that journey?—If he walks to the railway in an hour, he gets down in 12 or 15 minutes to Manchester.

4260. In an hour and a quarter from his own home in Compton he is in Manchester?—Yes.

4261. In the same time he can return?—Yes.

4262. Giving him half an hour at Manchester, in three hours he can be back again?

again?—Yes, and they do more than that now; as they have so much less distance to walk, one will carry the goods of the three, and receives the giving out for three; he can carry it the reduced distance, and then can afford to ride back again.

4263. Where three men used to go heretofore, each spending the greatest part of the entire day, one man performs all the travelling required for the three in the space of three hours?—Yes.

4264. At what cost?—If he rides both ways, 1 *s.*

4265. That if divided among the three would be 4 *d.* each?—Yes.

4266. How much of that 4 *d.* each is tax to the Government?—It would be nearly 1 ½ *d.* out of the 1 *s.*, which would be 12 ½ per cent.

4267. What would a rich banker, going in the first-class train the same distance, pay?—1 *s.* 6 *d.* each way; 3 *s.* taking it the two ways.

4268. What would be the tax upon this 3 *s.* fare to the Government?—The same as the poor man's exactly; that would be about 3 ½ per cent. upon his fare.

4269. While the poor man pays 12 ½, the banker would pay 3 ½ upon his fare?—Yes, within a fraction.

4270. With respect to facilities for evading the duty as the tax is levied, are there not great facilities for evading it?—Yes, we could evade it very profitably.

4271. Will you point out to the Committee some of the facilities for evading the tax; as it is now imposed and levied there is no law requiring the issue of tickets?—No; we could evade it in this way; our third-class fare is one-third the amount of the first; we could manage every train in this way; you are going to Mill Hill; there is a first-class ticket for you, you will take those two for nothing; those two would go without the duty returned being made upon them, and the duty returned would be made on the first class, but he must ride with the third-class passengers.

4272. The third class being one-third in amount the fares received for three tickets in the third class, are exactly the same as for one in the first class?—Yes.

4273. *Chairman.*] The return made now is upon oath, is it not?—Yes; but that may be safely made; it is the taxes levied on fares for hire. I may say to a man, "Pay me 1 *s.* 6 *d.* for this first-class ticket, and we will let you take two of your friends for nothing."

4274. Sir *James Graham.*] Is there not another mode?—There are many ways in which it is evaded; now, for instance, the road fares are hardly ever taken an account of. From the loose mode in which the accounts are kept, the company may not get an account of them; but the Government gets no account of them, in most instances, I should think.

4275. What do you mean by the loose mode in which the accounts are kept?—I take a ticket on the London and Birmingham to Watford; then I make up my mind to go on to Birmingham. Now, in consequence of the precautions, the man goes in and pays the fare at Watford; but there is no other ticket issued, and the Government receives the tax on 22 miles instead of 113.

4276. The company would receive their fare for the whole distance?—Yes.

4277. *Chairman.*] Do you mean that the tax would only be paid on the first ticket taken?—Only on the first ticket taken; there is no re-issue of that ticket.

4278. Mr. *French.*] To whom does he pay the money in the second instance?—To the conductor, the man who rides with the train, and who certifies that he is paid.

4279. Sir *James Graham.*] The company would be exposed to loss if the conductor is not a very honest man?—Yes; and it must require a very honest man to be a conductor.

4280. Will you state the circumstance which has recently occurred on your railroad with regard to the wish that the charity children of Manchester should, on a holiday, have an excursion on the railroad, and the difficulty which has occurred with respect to meeting the wishes of those who are anxious to give them the indulgence?—We had an application from the clergy and teachers of the numerous schools in Manchester; I asked them to send me an account of the number, and I found that the amount was upwards of 40,000; and therefore it was out of our power to give them a very cheap ride, as the duty upon that was a very large sum of money. I wrote up to the Secretary of the Treasury explaining the case, that these children were to have the excursion for the

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purpose of removing them from the scenes of vice and debauchery which takes place in and about Manchester during the race week; and though I had very little hope that they could make such an innovation, I thought, to pacify them, I would have an official answer from the Treasury on the point; which they gave me. The answer was such as I fully anticipated; it would be forming a very inconvenient precedent to lower the duty; and, after consideration, we have agreed to take them in this way, which is the only one in which we can take them: that for every 400 taken, 100 must pay the full fare, and the other 300 go for nothing. Therefore we shall have to pay the duty only on one-fourth going, and the sum received will about pay the duty and the cost of coke, for we do not wish to get anything.

4281. You will give away 30,000 tickets?—Yes; and sell 10,000.

4282. The Government will receive the duty on 10,000, and nothing on the others?—Yes.

4283. You have pointed out the great difference in the rate of tax on the third-class passengers and the first-class passengers, and you have pointed out the great facilities of evading the tax as it is now imposed and levied; has anything occurred to you, resting on your experience, by which that tax might be more equally levied on the different classes of passengers, and at the same time the tax more justly levied, because fully paid on the different classes of passengers by a different mode of imposing the tax?—It is a subject which has had the consideration of our board of directors, and I have devoted very much attention to it, as, from our experience of working the small part of our line which is now open, we find we shall be absolutely obliged to raise our fares unless the duty is altered; as the third-class carriages are used so much more it would pay us infinitely better to get rid of at least one-third of the whole of our passengers, and to get an additional fare; but that a very small rise of fare would exclude one-third, we have not the smallest doubt; under these convictions, I have drawn up a scale of fares that, as I hope, will completely meet the case.

4284. Do you mean that with reference to the money interest of the company, considering the present amount of the passengers of different classes, it would pay better to raise your third-class fares, even at a very considerable loss of passengers?—I have not the least doubt of it.

4285. Have you considered how far you could, with profit, raise your fares and diminish your number of passengers?—I should do it in a very wholesale way indeed, and I have no doubt we should increase our income 15 per cent.

4286. In what way would you do it?—I would abolish the second class entirely, and raise the third class to the second-class price.

4287. What number of your third-class passengers should you lose in consequence?—One-third; this raising would cover one-half.

4288. Would it not be the very poorest class of your present passengers who would thus be excluded?—Yes; it would throw them all off.

4289. It would throw off the hand-loom weavers carrying their packs into Manchester?—It would.

4290. They would be altogether excluded from the use of the railroad?—Yes; for we tried once to check their carrying their neighbours' packs, to force the men to come themselves instead of sending their deputies; the consequence was, that they left off going.

4291. How long did you try that experiment?—We tried it only one week; and we had petitions not only from the men themselves, but from the clergy and the respectable gentlemen of the neighbourhood.

4292. How did it operate on your funds; was it a judicious measure or not?—It was a very injudicious measure, because we lost them without raising our other fares.

4293. Was it that circumstance which suggested to you the means of raising your revenue by raising your fares?—No; it has been proved that that has been the result on the only two railways where it has been tried.

4294. Which railways do you refer to?—The Manchester and Bolton, and the Leeds and Selby, going through a very similar district to our own.

4295. Do you rely for your profits on the carriage of goods?—Very much; our system is novel as regards goods, and that would make it of still greater advantage to do it. I have suggested to turn the second-class carriages off altogether. We send our goods whenever they are ready; we do not allow our passenger

passenger trains to be detained by them; but whatever is ready we send off; they do not impede the speed, and the train is safer with than without them.

4296. You have goods with all your trains?—Yes.

4297. You have no distinct first-class trains?—No.

4298. All your trains are mixed trains of first, second, and third-class trains, and goods?—Yes.

4299. Your speed is the same?—Yes; no engine can have more than the maximum load; so long as we keep the train 30 miles an hour, the passengers cannot complain that they have a cushion between them, and concussion, which is the case with goods.

4300. What is your general speed?—We have on a very short line five stoppages, and we come the 13½ miles in 38 minutes, or from that to 40 minutes.

4301. You will soon open to a greater extent?—We shall open 100 miles to Hull this year.

4302. Between Manchester and Leeds, beyond Rochdale, does the railroad traverse a populous district?—A very dense population.

4303. Will that which you have stated with reference to Manchester and Rochdale, with regard to the hand-loom weavers using your train, also apply to Leeds and the district round it, the intermediate stations?—There is no doubt that there is an immense working population.

4304. At what do you estimate that population on the line?—We estimate that within three miles of the line we have 1,200,000, the population by the census of 1831, and it is much larger now.

4305. Do you not think that this variance of the rate of tax from 12½ per cent. on the third class to 3½ on the first class is a matter of vast importance to the labouring classes in those districts?—It is, most decidedly.

4306. Both as relates to their time and the tax on their small wages?—I have not a doubt of that.

4307. Are they alive to it?—Quite so; so much alive, that I will be bound to say if we raise our fares The House will be inundated with petitions against our having done so, though The House would have no means of preventing it.

4308. They begin to understand the immense convenience they receive, and would feel acutely any rise of fares which might affect it?—Quite so.

4309. You say that you can suggest a plan to remedy the inequality of tax, which at the same time shall secure the Government against the impositions to which they are at present exposed?—Yes.

4310. Have the goodness to state the nature of that plan; is a graduation of the scale of duty the principle of the alteration you would propose?—It is.

4311. What is that graduation?—That graduation should be made on the Parliamentary maximum of the fare the Company are allowed to charge; on all fares exceeding the proportion of 70 per cent. of the maximum allowed by the Act of Parliament I should levy a duty of 10 per cent., which is as nearly as possible what the stage-coaches pay at this time.

4312. What is your second step?—The second should range from 40 to 70; that would just come about one-third of the maximum charge in many of them, though they charge now upon the second classes something above, but it would bring them to that; on that I would levy five per cent. duty, and below 40 per cent. I should consider 2½ on the lower classes quite sufficient, as hitherto they have not been taxed directly for carts and waggons, which they commonly load in.

4313. Can you state whether that would be more productive to the Government?—I have not the slightest doubt of it.

4314. On what data is that opinion founded?—On the data which are on the table of the Committee by the Returns called for in February; I would be bound to prove by those Returns that that scale shall give an advance of 25 per cent. to the Government revenue at present.

4315. Mr. *Loch.*] Do you refer to your own Returns?—The Returns of all the railways.

4316. Sir *James Graham.*] You are aware, probably, that there are some railroad companies which are not restrained by their Acts to a maximum of fares?—I was not aware of that fact; I had supposed them all limited in their fares; there are very few exceptions to it; all the Bills got in 1835 and 1836, and all subsequent, have been limited; the Liverpool, I know, is limited.

4317. That scheme of graduation is on the supposition that there is in all

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a maximum to which it is applicable; but, in some instances, there is no such maximum?—I apprehend it might be very easily made applicable.

4318. How could it be made applicable, when there is no such maximum?—I should take the cost of the line and fix a maximum on that, and provide that the duty should be levied in the same proportion as on those where the maximum was fixed on lines of similar cost.

4319. Mr. *Loch.*] When you speak of the maximum, you mean the maximum of the tolls on passengers?—Yes.

4320. You do not include the charge for locomotive power?—I include both, the company finding everything.

4321. Is it your apprehension, that in the greater number of Acts the Parliamentary tax, as to locomotive power, is fixed?—Yes.

4322. Mr. *Easthope.*] You stated that you would make your calculation by the cost of the line; would you not think it necessary to have some reference to the quantum of traffic also?—I think that would lead into a complicated question, into which it would be impossible to go.

4323. Sir *James Graham.*] To effect a scheme of graduation, in cases where there is no maximum by Act of Parliament, legislative interference would be requisite?—Legislative interference would be requisite with respect to those; it was never contemplated that those railways should be put into a better situation than others.

4324. As referable to the amount of duty payable to Government taken on your line, and your post-payment of tax to the Government, what would be the effect of the application of your scale to your own line?—It would reduce our duty from about nine per cent. on the whole which we now pay to about five, I suppose, or five and a half.

4325. Then the Government, in the first instance, would lose that difference?—With us they would; but it is from local position that is occasioned; that is not a thing which would apply generally at all.

4326. On your line there would be a loss of three and a half per cent.?—I have not in that calculated the increase which would arise from the increased duty on the first and second-class passengers, if there is ten per cent. instead of seven and a half.

4327. The effect of such a tax would be to decrease the number of passengers in your first class, would it not?—No; for we charge the maximum now, and we could not charge any more.

4328. It is clear that the loss upon your railway to the Government in the first instance would be considerable?—Yes, it would to a railway going through a population like this, where, if not taken at low fares, a great many would be lost; it would be considerable if we made a faithful return according to the present system; but if we adopt a principle perfectly within our means, we need not care whether it is altered or not.

4329. What security does your plan give against the evasion of duty to which the revenue is exposed on the present mode of levying the duty?—This first-class ticket I issue, and let the other two ride for nothing, would be perfectly good, because I pay ten per cent. upon that first-class ticket; and if I gave them three third-class tickets I should pay only seven and a half per cent., that would prevent the opening the door to irregularities in the accounts, without benefiting ourselves or evading the duty.

4330. How would it at all meet the evasion on the road fares?—We have none, nor is it necessary there should be any; in fact we pay rather more duty than we ought to do now, for if a man gets into the third class, and finds he has got two or three drunken weavers with him smoking, he will change his carriage, and we give him another third-class ticket, and put him into a second-class carriage, and put a mark upon that ticket, that it is not to be counted as a duty ticket.

4331. That is an evasion of the duty?—No; for he takes the third-class ticket to Rochdale, he is registered for duty, and this is very often overlooked, it is dated on the opposite side of the ticket; though I gave it as a general order, to prevent our paying double duty, it is overlooked twice for once; when it is detected, the only way of getting through the business quick is to do it in as little time as possible, and it is put into the dating press, and if the guard finds it without a date, he brings the man up, knowing it is not a legal ticket.

4332. Have

4332. Have you any doubt there would be great increase of traffic of hand-loom weavers, if the duty were lowered to 2½ per cent.?—I imagine if the duty were lowered to 2½ per cent., we could not take them much cheaper than they are taken now; in fact, we cannot afford to take them at the charge at which they are now taken, it was merely an experiment.

4333. Without some variation of the duty on the third class, you cannot continue to carry at a profit on the terms you now do?—Not honestly, we must evade the duty if we do it, and there is a very simple way in which that might be carried into effect.

4334. Is that the mode you have mentioned of giving tickets?—Yes: my object is to give the fullest information to this Committee, to show that the present duty can be evaded, and that if it exists, we must alter our fares the moment it is refused; and it is not the case with this railway only, but wherever they go through a low and dense population; it will happen in the case of the Manchester and Bolton, and the Leeds and Selby; they may raise their fares without decreasing their receipts, and it throws off a considerable number at once.

4335. Will you state how the scheme of a graduated duty would meet the practice of giving away tickets?—There being a different rate of duty upon each class; if we gave a first-class passenger's ticket to a third-class passenger, we should pay more duty on that ticket than we should on the three third-class tickets.

4336. Take the case you have stated of the Manchester charity children; on the scale you propose the 40,000 would be all charged for on third-class tickets and all pay the lower scale of duty on those 40,000?—Yes.

4337. If they paid duty on the 10,000 tickets on the higher scale, they would have to pay 10 per cent. on the amount?—Yes.

4338. It would be cheaper, therefore, to pay the third-class duty upon the whole than the first-class duty on the smaller number?—Yes, it would.

4339. Have you any mode of issuing tickets, to prevent frauds by your own servants, which would be available to Government, to prevent frauds on the revenue?—I think we have a very excellent one.

4340. Will you explain your mode of issuing tickets?—We have a machine that prints progressive tickets; the tickets are all printed in our own office, and issued to the issuing clerks so many; they have a demand for so many number seven tickets, the third class, from Rochdale to Littleborough, then they are debited with the full value of those tickets; they issue them, and send in a return every train of their terminating numbers, and in every daily account their terminating and commencing numbers: we could detect them if they got at all astray; we could examine the tickets, and see whether they corresponded with the return they have made, and if they did not, we should detect the error, but we have never found them to be at all astray in this, but on very busy days when they began they would make a mistake in subtracting one number from another, and the mistake would be corrected by the next return.

4341. How long has this machinery been in operation?—I first found it with Mr. Edmonstone in a very imperfect state on the Newcastle and Carlisle Railway; it had occupied a good deal of my attention to know how we could keep a check upon our own servants as well as the public; it is a very complicated question to go into; his idea of the thing, though not carried out at all, appeared to me far superior to anything I had ever seen, and I engaged the services of Mr. Edmonstone, and we have given him every encouragement to complete that plan; it has now got into that state of perfection that one lad can book 940 passengers for one train in less time than the Birmingham or the Grand Junction will book 40.

[*The machine referred to was produced and examined by the Committee.*]

4342. How long has that been in operation?—Ever since we opened; but many improvements have been suggested.

4343. You have been constantly present exercising daily superintendence?—Yes; and reports are made to me. I considered that I could not adopt better plans than those in use in various public offices; there are certain heads of departments that meet in my office at 10 every morning, and I give them their orders for the day; and, now the thing has got into work, we have not the slightest difficulty in keeping our account with a perfect check.

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4344. This system established for the issue of tickets, and this machine invented by Mr. Edmonstone, has satisfied you that frauds against the company, on the part of their servants, are nearly impossible?—Yes.

4345. Can you point out to the Committee how the same machinery for preventing frauds against the company is applicable, and may be used by Government for the prevention of fraud against the Government?—I have no doubt that if the Government were to adopt the plan I can supply them with, it would force all the railroad companies into the necessity of adopting such machinery. For instance, if the Government were to require the progressive number from each company's tickets in their Returns, they must adopt it.

4346. It would be necessary, according to your view of it, not only by fresh enactment to graduate the tax, but in order to secure the public, to enact on all railroads one uniform mode of issuing tickets?—I think Government need not trouble themselves with exactly an uniform mode; if they were to require from the companies the making a Return similar to this from each station during the Government month, as well as the one from the head station, the railway companies would immediately see the necessity of adopting the plan. (*Producing a form of Return.*)

4347. Is an uniform mode of exacting Returns required by the Government?—Yes; but that Return contains very little information (*producing the form*).

4348. Do you happen to know whether the present form is under an Act of Parliament, or is it a regulation of the Government?—I do not think there is any Act of Parliament for the form; of course there is an Act of Parliament for the amount of the duty.

4349. Is the form common to all railroads?—Yes.

4350. And used by all?—Yes; until lately, Government were so imperfectly informed on the nature of the tax, that they allowed the railway companies to compound; it was soon discovered that the Government lost a good deal of the tax by compounding; then they sent out this form, saying that they would not compound any longer, but that each company should fill up that form and deliver an account on oath.

4351. Can you point out any defect in that form?—In the first place it is absolutely impossible for the man who swears to it to know that it is correct; he must depend on the clerks. I should suggest that each of them should send a Return, as well as one from the collector's office.

4352. Would you have that accompanied by a declaration or affidavit from each station?—Yes, I would; that would multiply the number of persons committed to the accuracy of the Return to an extent which cannot be expected at present.

4353. As it now stands, if you can suppose the person making the declaration desirous of deceiving the Government, there is only one person implicated?—Just so.

4354. According to your mode, all will be equally implicated?—Yes; and without the slightest interest to deceive.

4355. What is issued from one station will check the numbers coming from the other?—Yes; for instance, Mr. Edmonstone who keeps the check account never sees the money, it is transmitted to the bank at once, and he sends into my office what it ought to be, and the bank sends me word what it really is; if I find such and such station 1*s.* 6*d.* short, then I say see where the error is, and we very soon detect it.

4356. By whom is the money paid into the bank?—By another clerk; we have a guard-box; the whole of the cash comes by nine o'clock; it is every morning brought down in a guard-box, and delivered into the custody of a confidential clerk in my office, who sends it down by a man to the bank; that is altogether separate from the issue of the check, and the bank keeps the best check of all.

4357. If the Government required the same returns which you now get, they would have exactly the same check as you possess?—Yes.

4358. *Chairman.*] Is not the present tax one-eighth of a penny per mile on each passenger, without reference to the charge which the railway company makes for the conveyance?—It is.

4359. Therefore, if you convey a passenger for nothing, you are equally bound to pay the eighth of a penny per mile for his conveyance as a tax?—I apprehend the duty is on passengers for hire.

4360. The

4360. The tax is imposed by the 2d & 3d of William the Fourth, c. 120; it says, "That the proprietor or company of proprietors of every railway in Great Britain, along which any passengers shall, after the 10th day of October 1832, be conveyed for hire in or upon any carriage drawn or impelled by the power of steam, or otherwise, shall from time to time keep and cause to be entered into a book or books to be kept for that purpose, and which shall at all times be open for the inspection and examination of any authorized officer of stamp duties, a just and true account of the number of passengers which shall be conveyed daily for hire in manner aforesaid along any such railway, or any part thereof, and of the number of miles which such passengers shall respectively be so conveyed"?—Yes.

4361. You think that because the words "Passengers conveyed for hire," are in the Act, therefore those passengers you convey for nothing are not to pay the tax?—I have had a very clever lawyer's opinion upon it, and he has given that opinion.

4362. Mr. *Easthope.*] You have thought that giving out a first-class ticket, which you knew and intended should convey three passengers, was not a fraud upon the revenue?—This first-class ticket entitles a man either to ride in a splendid carriage, or it entitles him to ride in a third-class carriage with two of his friends with him travelling for nothing.

4363. Then though you knew that he would go in a third-class carriage with two others, you believed that was not a fraud upon the revenue?—It would be an evasion; it is one of those things it is difficult to reconcile to a man's conscience, but it is one which I do not hesitate to say would be practised.

4364. Though you believe that it is an evasion, you conceive it is not subject to the penalties of evasion?—Yes, I have had this very question of the children; I was very desirous those children should go.

4365. Sir *James Graham.*] You mean to carry 42,000 on Whit Monday, and to pay duty only on 10,000 first-class tickets?—Unless there is some law enacted between this and then, we shall do it; we have had advice upon the matter.

4366. The company are so satisfied by the legal advice they have received that they may do it safely, that they mean to do it?—They do.

4367. Mr. *Loch.*] It is not your apprehension that altering the present mode of taxing passengers carried by railroad would increase the number of your third-class passengers, but your apprehension is, that unless some alteration is made, you will be obliged to alter your fares so as to diminish the number of those now accommodated?—That is the fact; we might diminish the third-class fares on short distances, if we had a reduced duty; if we diminished those fares we should still have a great number, for we charge the same fare on three miles as on six, and they still avail themselves very much of it, but if it was reduced it would be still more available for the poorer classes, if it was 3 *d.*, which we could afford to do it at if the duty was off.

4368. *Chairman.*] Do you state that you think it will be necessary for the interests of the company, if the fares continue as they are at present, to do away with the second class altogether?—Yes.

4369. And to convert the third class into a second?—Yes; by which we should no doubt diminish our number one-third; but we should increase our receipts, I believe, full one-third, and we should be able to take more goods with each train,

4370. Mr. *Loch.*] What would be the effect of the diminution of passengers on the Government tax?—It would be a diminution of the Government tax to the extent of from one-third to one-fourth.

4371. So that the Government have no interest in maintaining, upon your line at least, the present mode of taxation?—Certainly not; nor on any other, in my opinion, for it is positively unequal.

4372. Sir *James Graham.*] State the sort of representations you received during the short period you interfered with the hand-loom weavers carrying their packs?—It appeared that a large mass of the population on this line being weavers, in consequence of not having to walk, one man could carry the packs of three or four, and so he would ride down the railway with the packs of others, and give in and take out for them the articles they required, whether raw silk or twist, or whatever it might be. We thought this was doing a little too much for them for the charge, and we limited their packs, that no one passenger

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should take more than one pack, which is about 28 lbs. Upon this they left us one and all; there were some letters, signed by large masses of themselves, and various letters to the chairman of the board of directors of the company individually, from different parties in the neighbourhood, saying it was a cruel thing, after having held out those facilities to them, to turn away the poor weavers. We first began by making them pay for these packs 3*d.*; the consequence was, they all began walking again.

4373. Was the dissatisfaction spread very wide?—It was so much so, that the company saw the expediency of altering the thing, and going on as usual with them, and now one man brings and takes up the packs of three.

4374. If you proceed and complete your line to Leeds, passing through a populous manufacturing district, the weavers, as it appears, using this railroad, supposing that, in consequence of there being no alteration of the law, you shall be obliged in the course of the year to abolish your third-class carriages, and raise your fares, what will be the effect on the population of the district?—There are a good many who must necessarily go; we have a very large market all along the line every day in the week, and many must go whether we have a high or a low fare; we could get the second-class fare out of some of them, though if we took them at half the fare, riding on their heads instead of their feet, they would go in that way; but there are many who can afford to pay a higher tax.

4375. When the poor understood that the tax on the third class is 12 ½, and only 3 ½ on the first class, would not the dissatisfaction be likely to be very strong?—I think it would; we should preface our statement of the alteration with the statement, that that which is the lowest fare is the highest taxed.

4376. Mr. *Loch.*] How was that immense population carried previous to the opening of the railway?—It was carried in coaches and carts; it is an extraordinary sight to see the carts come in with them; those weavers would pay 3 *d.* for the carriage of their pack by the cart, then they would walk by the side, but then it took them nearly a day.

4377. Since the railway communication has been opened, that mode of conveyance has been done away with?—Since the 2d of March we have not only scoured the road of every vehicle except the mail, but of all the carts.

4378. The effect of that is, that that population is provided for at a cheaper rate by that accommodation than they were by the carts?—Certainly.

4379. Then, in the event of the alteration of your fares, those persons would be thrown back on those old resources?—They must be.

4380. That would be a great inconvenience in the district of country through which your railroad passes?—Yes.

4381. Your proposal is this, that when the fares exceeded 70 per cent. upon the maximum rate of charge under any Act of Parliament, the tax should be 10 per cent. on the fares?—Yes.

4382. That when the fares were between 70 and 40 per cent. on the maximum, it should be at the rate of five per cent?—Yes.

4383. That when the rate of charge upon the maximum is under 40 per cent., the tax should be 2 ½ per cent.?—Yes.

4384. Have you calculated at all, from the account you have seen printed by this Committee, how that might affect the various lines of railway?—I believe during the next year it would give a tax of 100,000*l.* from the London and Birmingham alone.

4385. What effect would that have upon the number of passengers likely to be carried by that railway?—They are now charging their maximum; of course they could not raise it.

4386. What per-centage do you suppose they now pay by the present tax?—The London and Birmingham pay by the present tax 4½ per cent. on their receipts; the Great Western pays 5½ per cent.; they are running lower than the London and Birmingham; the Birmingham and Derby pays 6¾ per cent.; the York and North Midland is paying 7¼ per cent.

4387. The further you get from London, the per-centage is the greater?—Yes, the lower the fares; the Manchester and Leeds 8 per cent.; the Croydon 5½; the Southampton 5¼; and the Greenwich 4½.

4388. That is, taking the whole amount of fares together, without making any distinction?—Yes; there is not one of those, except the Manchester and Leeds, and the North Midland, but what would be increased 30 per cent.

4389. Would

4389. Would not this take place, that to the same extent to which you increased the per-centage they have to pay, you would decrease the profits they made?—Certainly; it becomes an immediate charge.

4390. Therefore to a certain extent it would not perhaps be reasonable to expect the concurrence of those railway companies which are making more money in consequence of the tax affecting them less?—Most of those railways are making a very handsome dividend, a much handsomer dividend than the stage-coaches; the stage-coach tax amounts at this time to at least 10 per cent. upon the receipts. The stage-coach duty will be removed, as well as the coaches; the tax on the London and Birmingham, and all those great lines, would replace that; if there be a graduated scale, it will far more than replace it, and the penny postage too, and they cannot complain, for they have held out an inducement for a low fare, therefore the public must be served by a low fare.

4391. Sir *James Graham.*] The graduated scale is a tax upon high fares?—Yes; it is a tax divided into three classes, according as the fares approximate the maximum; if I find that it will not answer my purpose to run at 70, but that I must charge 80, I am taxed on 70 per cent., but I cannot say, with reference to all the others, how it would operate.

4392. Mr. *Loch.*] Your proposal is, that it shall not be a sum applying to each fare; not an absolute per-centage?—That every fare that exceeds 70 per cent. on the Parliamentary maximum shall be considered as a first-class fare, and be taxed 10 per cent. whatever it be; now the tax is the same whether it is 25 per cent. or 100 per cent., therefore it is a direct encouragement to railway companies to have a high fare.

4393. You would not be able to work out your principle on any single railway; it must be by an amalgamation of all the railways?—Yes.

4394. Sir *James Graham.*] You propose to make this tax applicable to all railways in the United Kingdom?—Yes.

4395. Mr. *Easthope.*] You spoke of a number of railroads, most of which, you stated, made a good dividend; how many are there?—When I say they pay a good dividend, there are not many of them in full operation, and those that are in full operation, and not paying a dividend, would be moderately taxed, because of their moderate fares, and the consequence probably is that they are not paying a dividend because they have such moderate fares.

4396. According to your information, what railways are there which pay a good dividend?—The London and Birmingham, the Grand Junction, the Manchester and Liverpool, and the Carlisle and Newcastle; there are very few others that are in full operation.

4397. The Croydon is in operation?—Yes; but it has not been in operation long enough, and it is only in partial operation till it is carried on further.

4398. The Greenwich?—That is a very short line; that is paying 4 ½ per cent.; and I apprehend those railways that have spent their money profligately, must not look to Government for the protection of their fares.

4399. Is the Greenwich paying 4 ½ per cent. to the proprietors?—It is paying 4 ½ per cent. tax to Government.

4400. Is it paying any dividend at all to the proprietors?—I am not sure; I do not think it is; it is merely the terminus of other lines.

4401. Sir *James Graham.*] What proportion of the traffic upon your line is commercial?—Three fourths of it.

4402. When you say commercial, do you mean the carriage of goods?—I mean that the passengers are connected with commerce, in passing from one commercial part of the line to another, it being entirely a manufacturing district.

4403. Have you an increasing quantity of goods as well as of passengers carried by your railroad?—Our goods already amount, in proportion to the passenger traffic, to that which is equal to the Liverpool and Manchester; one third is for goods, though it is opened for only 13 miles and a half; and there is great inconvenience from getting them off and getting them on, in consequence of not having cranes and convenient warehouses for loading and unloading.

4404. Therefore if the increase of goods should be progressive, and no relief should be given upon this subject of taxation with regard to your third-class passengers, the tendency probably will be that you will pay your attention to goods

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and not to passengers?—No; passengers are so much more productive than goods, that they will always take the attention of the company, but the passengers will increase in proportion to the goods as they extend.

4405. Taking the portion of time which has intervened since you opened, have the goods been gaining on the passengers, or the passengers on the goods?—We were not prepared to take goods till within the last three months; our system of carrying goods differs from that of the other companies; we find waggons and locomotive power, and the carriers take all the charge of the goods; they load and unload, and sheet them, and we are answerable only for collision or fire during the passage; the carriers' own porters look out, and they take the goods away, therefore we have a very large profit upon the goods, from having nothing to do with warehousing or carting, which we do not intend to have; we merely find them waggons and power, and have no monopoly, and we keep no account with any one but the public carriers.

4406. Mr. *Loch.*] Have you any intention of being public carriers?—No, we are determined not to be so; we tried this as an experiment, and it has answered so well for ourselves and the public, we intend to adhere to it.

4407. Mr. *Easthope.*] Do you charge the same to the carrier as the public?—Just the same; but we allow him a benefit; we allow an indulgence with reference to the insurance; we insure him against fire and collision, which we do not to other parties; the public carrier finds sheets, and packs his goods better than others; the tarpaulins are very expensive articles; those they find for themselves; and our object is to throw the business into the hands of the carriers.

4408. Is there any competition on that line of railway by canal?—Very great, the most prosperous canal company, the Aire and Calder, are our competitors.

4409. Do you make the same charge for all kinds of goods?—Yes; our principle is to take all sorts of goods at the same fare.

4410. What do you charge per ton per mile?—Fourpence.

4411. Upon all kinds of goods?—Yes, on everything.

4412. Have you any other kind of goods than those contained in packs?—We have almost everything which can be mentioned, from green groceries to the finest manufactured goods; there will be seen almost every article of luxury or necessity for human beings.

4413. Not coals and bricks, and so on?—No; we are sending up for our own works 50,000 bricks to our tunnel; the terminus of our line is a little beyond Littleborough; a tunnel of a mile and three quarters, which commences there, we send up 50,000 bricks a day by the passenger trains.

4414. At what rate?—At a rate of 30 miles an hour.

4415. Can you make any calculation of the cost to you of conveying the bricks up at that rate?—The cost is so blended now with the general working, it would be fallacious for us to attempt to put a cost upon it; in fact, it only costs us the waggons and the coke.

4416. Supposing you had no passengers, and went on with the bricks at 30 miles an hour, what is your opinion of the rate of cost to yourselves?—If we had no passengers, I dare say it would cost us three half-pence per ton per mile, for the speed would be very bad economy.

4417. Supposing you went at the rate of 15 miles an hour, what rate of cost do you suppose it would be then?—In speaking of cost, of course it must include the interest of the money the railway cost.

4418. The question refers to the cost of locomotive power and labour?—I dare say, as far as that goes, we could carry them at a halfpenny per ton per mile.

4419. Have you gone into that calculation with much care?—Yes; and the bricks all go up hill, the worst gradient on our whole line, those eight miles out of Manchester, 1 in 152.

4420. Do you feel confident that with that gradient you could, at the cost of a halfpenny per ton per mile, convey the bricks?—I have no doubt of it, if there should be so many bricks as will keep the engine fully supplied.

4421. What weight should you propose as the most economical to take with one engine?—We use on this high gradient coupled engines, which are expensive to work, the four wheels being connected together; but if one of them gets a little worn, we have to take off the three good wheels and turn them up, to make them work with the engines we have, which are the most powerful that have

have been made; they are 14 inch cylinders and 18 inch strokes, six wheels coupled, and 18 tons each; we worked up with those engines, made by Stephenson, 196 tons gross, at the average rate of 18 miles an hour, consuming about 22 cwt. of coke in going up the 14 miles.

4422. Sir *James Graham.*] The wear and tear of the engine, and the wear and tear of the railroad is very much increased by the accelerated speed, is it not?—Very much; but the one thing which makes it much better to work goods with passengers, and much more economical is, that the engine-man always drives his engine as hard as it will go; if you give him a maximum load he can regulate his speed, and then the passengers go safer, and with much more economy.

4423. Mr. *Easthope.*] If you give him a coupled engine it abates his speed?—One coupled engine will go with almost as much speed as any engines I have seen.

4424. Sir *James Graham.*] If you go with those coupled engines at 30 miles an hour, is not the wear and tear very much greater than with the same weight composed entirely of bricks at 18 miles?—Certainly.

4425. Still you send your bricks at the greatest speed?—Yes, but we do not send a great quantity at a time; we keep them ready, and they are worked up with very little cost with the passenger train; if we did not give them those bricks they would go still faster.

4426. When you cease to carry bricks shall not you be able to carry coals and other heavy articles?—Yes, anything; but we have such an enormous quantity of goods to come upon us as soon as we are opened, that it would be almost impossible for us to look forward to carrying minerals.

4427. Does a large quantity of foreign wool going to Leeds pass over your railroad?—Wool is now a very large article of traffic; I shall before I leave London make arrangements that we shall send a vast quantity of London goods on our line; we shall send them to Hull, put them into a steamer, and convey goods from Manchester to London, viâ Hull, in about 36 hours, at 30 per cent. less than the canals are now taking them at in five days, and for 100 per cent. less than the railways are taking them at.

4428. You contemplate considerable traffic on your line to Hull, with a view to transmission to London?—Yes.

4429. A large quantity of produce for the county of York will pass along that line?—Yes, both from Liverpool and Hull.

4430. Mr. *Easthope.*] Have you ever known any coupled engines go at the rate of 30 miles an hour?—I have known one go 48, with a first-class carriage.

4431. When you spoke of the weight on the engines, did you mean that weight exclusively of the waggons?—No, the gross weight.

4432. Mr. *Loch.*] There will be a considerable portion of your line, will there not, which you calculate, until you get on the Yorkshire side of the hills, will be unprofitable, will there not?—No; there is not three miles in our line without a large population. The largest population would be between Wakefield and Leeds; but that is but a short distance.

4433. Across the summit there is no length of line which is not densely peopled?—No; and if we get through the summit, which is only three miles, we get to Burnley Valley; our next station, Todmorden; then at Hebden Bridge, and so on. Instead of the landowners putting an exorbitant price on for stations, they will give us land if we will make a station there. Then we come to Bradford, where we have 12,000 inhabitants, and to Dewsbury, and Wakefield, and Leeds and Huddersfield, through a very dense population.

4434. What proportion of the inhabitants on the Yorkshire side of the ridge come towards Manchester, and what proportion towards Leeds?—It is a very singular thing, that sometimes out of 18,000 passengers in a week, there is not a difference of eight each way; Manchester is the market for all those towns.

4435. Sir *James Graham.*] You have stated the way in which the master manufacturers of Manchester put out their cotton goods to the hand-loom weavers to some distance from their own depôts; is not the mode of carrying on the manufactures more or less the same along the whole line?—No; that does not apply so much in the Yorkshire part of the line as in the Lancashire; it is the case that they work in Yorkshire in the mousseline-de-laine, an article they make, and which is made by the hand generally.

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4436. Is that fabric put out to the country districts from the warehouses in the towns?—Yes, it is.

4437. There is the same necessity for the hand-loom weaver carrying his pack into the central depôt at stated periods, as there is at Manchester?—Yes, wherever that exists.

4438. Along the whole line, therefore, you anticipate the use of this railroad, when completed, being made the means of the hand-loom weavers taking in their work to their masters?—Yes.

4439. And it is an object of great importance to them that they should have those facilities?—Yes; and in buying their provisions, and sending them into the country districts; the market for them is at Manchester; the country for some miles along the line does not produce in the year so much as the population would eat for their breakfasts; they are supplied from Wakefield at one end, and Manchester at the other.

4440. The facilities of access to large towns withdraws the trade from the intermediate places?—There would be more paid for cabbages or potatoes at Huddersfield or Littleborough, than at Manchester or Wakefield.

4441. It is not only that the men save time, but there is an immense saving in avoiding the small monopoly of prices?—Yes; they carry back great quantities of articles when they get their money.

4442. Upon the whole they have a deep interest in this question?—They have.

4443. Mr. *Loch.*] You hold out facilities to the carriers to come upon your railway by furnishing the locomotive power and the waggons, leaving them free to make their own arrangements?—Yes.

4444. You have no intention of being carriers yourselves?—None whatever.

4445. In the account kept of your revenue, can you see what is your profit from the one branch and the other?—On every part; passengers, goods, live stock, or any other articles.

4446. You would see whether the fares you charged on goods were adequate or inadequate to that particular part of your traffic?—Quite so; I have the forms in the room, if the Committee wish to see them.

4447. Mr. *Thornely.*] Do you convey much live stock?—Yes; the market for live stock is at Wakefield, and we convey 500 head from Manchester to Littleborough now; when we get to Wakefield, I suppose we shall get a live stock traffic, which has never existed yet.

4448. Of what does it consist?—Cattle, sheep, and pigs.

4449. Sir *James Graham.*] At Wakefield you will come into another line of country?—We meet the agricultural districts of Yorkshire and Durham, and further south; we calculate on bringing 5,000 sheep every week from Wakefield to Manchester.

4450. That will tend to reduce the price of live stock in Manchester?—Yes.

4451. Mr. *Loch.*] How do live stock at present reach Manchester from the east?—They drive them over the hills; they are driven foot-sore; they are so tired and foot-sore, that they take them back 30 miles on the same line, availing themselves of our railway as far as it goes.

4452. You carry no dead meat?—No, they bring that over from Liverpool.

4453. Mr. *Easthope.*] You have given your rates for the conveyance of live stock?—Yes, that I have returned to the Committee.

4454. Sir *James Graham.*] You were understood to state, that where the maximum of the rate of fare was not fixed by Act of Parliament, you did not see any injustice in the new enactment fixing the rate in the scale of taxation providing a maximum, to be calculated upon the cost per mile of the original creation of the railroad; is that the only ingredient in the rate to be fixed which you think fair, or ought not traffic to be included?—That I would take as the first ingredient; whether traffic is a matter which it would be prudent for the Government to enter into, is a question of very great doubt to me.

4455. Mr. *Easthope.*] Would it not appear to you that a railroad made at a certain cost, through a very populous district, with a traffic which was immense, might equitably have a lower maximum than a railway made at the same cost through a thinly populated country, where the traffic cannot be so large?—

As

As far as the result goes, I might say yes; but if Parliament were to enter into such a question, and to lay down that every railway that was paying a less dividend than another should be taxed at a less rate, it would be inundated with petitions to say, we pay on this little railway such a dividend, which the other does not; you might as well attempt to tax a stage which you knew to be always full, differently from another which filled very badly.

4456. If a maximum rate was universally fixed by the cost, would not that operate against thinly populated countries having the convenience and advantage of railway communication?—Most decidedly it must; and everything connected with a railway must operate against such a country comparatively.

4457. Fixing the maximum the same in all cases would operate with the greatest force against the countries which had a thin population having the advantage of that communication?—Certainly; if you make a very expensive turnpike road, where there is a very small population, the probability is, that the trust will not be paid their money if it is made with borrowed money; but that was clearly a subject of consideration with the parties who petitioned for the Bill, if they were satisfied that the traffic was such as to give them a very handsome remuneration, and spent their money upon it. I think that is a question which it would be very dangerous to open, whether there was to be any distinction in the amount of tax they paid, whether it should be a regular tax for all, or a tax in proportion to their traffic. If they were taxed at so much a mile, without reference to traffic, I think they might have reason to complain; but where they are taxed only in proportion to the number of passengers they accommodate, I think they cannot complain.

4458. Sir *James Graham.*] In the case where money has been advanced upon an Act of Parliament, as it now stands, before any alteration, and in the case supposed, there is no limit imposed by the Act of Parliament upon the fares; do you not seek to change that state of affairs, to impose a maximum, and thereby to disturb the security of those who advanced their money?—The railway tax certainly existed before many of the railway Acts; and if you alter that tax at all, the same argument might be used, I apprehend.

4459. That would be an argument against the graduation?—Against any alteration; but I apprehend that that is an argument which never could be resorted to for contending that you should not make such an alteration as the state of the country required.

4460. Would it not interfere with the claims of the *bonâ fide* creditors?—I do not think it would.

4461. Mr. *Loch.*] Some of the railways were made before any tax whatever on railways, were they not?—The Liverpool and Manchester, and the Stockton and Darlington; but the tax was imposed before the others were in operation.

4462. Sir *James Graham.*] Any alteration of the tax would be an interference with the claim of the *bonâ fide* creditor?—Certainly.

4463. Have you ever considered a per centage on the receipts without graduation?—That would not assist the humbler party.

4464. For what reason?—It would hold out no inducement to railway companies to low fares; they would say, it is an *ad valorem* tax, and we will raise our fares.

4465. An *ad valorem* tax would be a premium on charging the highest rate of fares the Act would allow; a graduated tax would be a premium on charging the lowest rate of fares the Act would allow?—Yes.

4466. *Chairman.*] For the collection of this tax it is now only necessary for the collector to know the number of passengers conveyed, and the number of miles they are conveyed respectively?—Yes.

4467. According to the system you propose, it would be necessary to know the number of miles each passenger was conveyed, and the class to which the passenger belonged?—Yes.

4468. Sir *James Graham.*] That is precisely what you obtain now by the mode of keeping your accounts you now employ?—Yes; and which we have no difficulty in keeping and giving either to the company or the establishment.

4469. You propose that the Government should have returns both from the chief office and the stations?—Yes, and that would give great assistance to the Government in case any application coming from a certain district; now they are perfectly in the dark; they have nothing to check the information they receive.

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4470. That would enable them to see the varying traffic, on a general line, even for short distances?—Yes.

4471. Between Huddersfield and Manchester, and between Wakefield and Leeds, and so on?—Yes, and any other points.

4472. That would afford the means of obtaining statistical information?—Yes; and it would give the Government collector an opportunity of going at once to one of the out stations, saying, "Just let me refer to such and such a day, I think there is a little mistake in your tax return," and he could ascertain it.

4473. Mr. *Loch.*] He has no means of ascertaining it now?—Not the slightest.

4474. The person who makes the deposition, you say, has no means of ascertaining the facts?—No; if he were to be asked any one question as to the intermediate traffic, he could not tell a word about it; the confused way in which these tax accounts are made up in some of the railway companies is quite extraordinary; I cannot fancy that they can be very correct.

4475. Mr. *Freshfield.*] Though you charge your tax on a graduated scale, or as a per-centage, still it must produce an aggregate, and that aggregate must be deducted from the gross receipts?—The per-centage would be upon that aggregate.

4476. Whether it be by a graduated scale, or by a per-centage, your object must be that the deduction should be in one case less than in the other?—Certainly.

4477. Otherwise your account as between Government and the Company would be the same?—Yes.

4478. Your object is to be relieved from a part of the tax?—Our object is to graduate the tax; what I wish to show is, that by a graduated scale there is an inducement held out to railway companies to lower the fares, and particularly to make the railway accessible to the lowest orders of the population.

4479. And to increase the trade thereby?—Certainly; and to take away from the railway companies this power, that those which are in full work, paying well, and running at moderate fares, can at any time reduce the Government fares without reducing their assets.

4480. *Chairman.*] In the return you have given in, marked (B.), as the mode in which the account might be kept, you have put separately each station?—Yes.

4481. That, for the purpose of collecting the revenue, would not be necessary; the only question would be the number of miles?—No; for the purpose of collecting the revenue it would not be necessary, certainly; the number of miles, and the amount of the fare, are the only necessary ingredients in the return to fix the per-centage upon them; but the sending in an account from all the stations on the line would afford Government an opportunity of examining its accuracy, and, I apprehend, furnish a great check against mistakes or frauds, by committing every clerk of a station to the accuracy of his return. If Government should consider the summary marked (A.) sufficient, that embraces all the necessary data, but does not give that general information as to the local traffic, or the check which adopting both returns would afford.

4482. Sir *James Graham.*] The clerical duties in this case have been much aided by the machinery to which you refer?—Yes, they have.

4483. Without the aid of that machinery on a large scale, it would hardly be possible to keep the account in that form, would it?—Not with facility; it would require so many clerks in proportion, but no more than the other companies now occupy; by our plan we have very few clerks indeed.

4484. By that machinery there is a great saving in keeping the account?—Very great; most of the Committee have received tickets at London or Birmingham, and have been delayed; the Grand Junction goes so far to take the name, and they are a considerable time in giving the ticket; here you are dismissed in a moment in the Manchester office; and it takes the same time to take sixpence to Mill Hill as 30 *s.* from London to Birmingham; one clerk has booked 944 passengers by one train.

4485. In what space of time was that done?—Within half an hour.

4486. Sir *Harry Verney.*] How many clerks would have been necessary if there had been no machine to dispense those 900 tickets?—I think by the mode commonly adopted, at least four.

Mr. *Thomas Edmonstone*, called in; and Examined.

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4487. Sir *James Graham.*] HOW long have you been conversant with the management of railroads, the booking department?—Ever since the opening of the Newcastle and Carlisle Railway, about four years ago.

4488. In what department were you there employed in the first instance?—In the first instance at a booking-office, at a station about 10 miles from Carlisle.

4489. Did you soon discover imperfections in the mode of checking the accounts?—The first inducement for me to contrive anything was this: I was sent there without any instructions to perform the business, and I contrived this mode of checking myself, enabling me to keep my own accounts correctly.

4490. You were left in the first instance to feel your way as to keeping the accounts?—Yes.

4491. What was the mode which you discovered to be imperfect?—We received the money from the passengers without giving them any tickets, and gave the money to the guards.

4492. That is what is called road-money?—Yes.

4493. How long did that system prevail?—About 12 months.

4494. Was that unsatisfactory to you only who had to render an account, or to the company also?—It was unsatisfactory to the company as well; we had no return of our receipts; but when the line was opened throughout we began a regular system of sending in stated accounts weekly; we sent way-bills by the trains of the number of passengers.

4495. And the remittance of money weekly?—Yes.

4496. Was that also found unsatisfactory?—That is the present mode on that line.

4497. What led you to contrive some mode which had not before existed?—Not having all the accounts pointed out to me, I was not satisfied with not being able to keep correct accounts, and I thought of this method of preparing tickets, putting them into a tube, and having them entered in a progressive order, to check my own accounts.

4498. Will you describe what is the precise mode by machine that you invented of issuing the tickets?—In the first place, those tickets are printed by a machine, which prints every ticket in progressive number, and arranges them as it prints them; it places them in progressive order. These are some of the tickets (*producing them*).

4499. *Chairman.*] Having printed them, you arrange them?—We arrange them in classes in drawers, in compartments, ready to be issued to the booking-clerks as they are required.

4500. As passengers come, the clerk draws them from the tubes?—Yes; they are arranged for the different places, and they come out in numerical series; when the train is gone, the clerk enters in a book provided for that purpose the progressive number of the ticket as it changes; we draw out the ticket and see the number, and ascertain the difference.

4501. Take the 12th of May, the first-class train, the first ticket of the morning being 4,000, and 100 issued, then on the 13th of May you would begin with 4,100?—Yes.

4502. If there are nine trains in the day, beginning in the morning with the first train with 4,000, there being nine first-class passengers, the second distribution in the series would be 4,010?—Yes.

4503. With each train there is an entry made in the way-bill?—Yes. These are the returns from each station daily (*producing them*), which show the number issued for each train.

4504. Mr. *Easthope.*] How is the machine you have produced connected with the machine for printing the progressive numbers?—They are deposited in numerical order, so that they come out in progressive numbers.

4505. Sir *James Graham* to Captain *Lawes.*] In point of fact, there is no booking beyond the distribution of the tickets themselves?—None whatever; the book is made up in two minutes. He just abstracts them and enters them,

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and slips the way-bill into the case, and gives it to the guard; the clerk enters "14 to Mill Hill, first class," and so on.—(Mr. *Edmonstone.*) Each tube will hold 500 tickets. Each station is supplied with a book of from 5,000 to 10,000 of each description; their own gravity causes them to fall, and each has to be aken out separately by the finger of the clerk.

4506. Mr. *Loch.*] They are never issued again?—No; we compare them each morning with the returns, and if there is any mistake it appears immediately.

4507. Sir *James Graham.*] There is machinery peculiarly for printing those tickets?—There is.

4508. It is a printing machine invented by you?—It is.

4509. It is peculiar?—It is.

4510. Wherein does the peculiarity consist?—When the machinery is supplied with a ribbon saturated with ink, of several yards in length, it will print about 25,000 impressions without any renewal of the ink; we can print about 10,000 a day.

4511. Is there any guard against forgery?—Its peculiarity of impression is its great security, it prints the progressive number at the same time.

4512. While you were on the Newcastle and Carlisle Railway you had not perfected that machinery, had you?—No, on that railway we had no machinery for printing the tickets; they were printed like the common print, but had no progressive numbers.

4513. How long did you remain on that line?—Between two and three years.

4514. How happened you to remove to Manchester?—On account of Captain Lawes being on a tour in the north, and noticing our system, he was attracted by it, and applied to me to engage with him to come to Manchester.

4515. In consequence of that you went to the Manchester and Leeds Railroad?—Yes.

4516. How long have you been employed there?—Since last May; about 12 months.

4517. From the number of passengers, you have had a great increase of experience?—Yes.

4518. Have you, in consequence of that increase of experience, been enabled to improve your machinery?—I have, very materially.

4519. Has the experience on that larger scale satisfied you and your employers that the check is perfect, and that the facility of working it is great?—Yes.

4520. When was the last improvement made by you?—There is a little improvement in the machinery now going on, which is not completed.

4521. It is still in the progress of improvement?—It is.

4522. You are in the chief office at Manchester?—I am.

4523. From your general knowledge of business, what number of clerks should you say it would be necessary to employ to do the work you now do, without the aid of that machinery?—I should suppose two-thirds, for I now check all the returns myself in my own office, with the exception of the assistance of a young man who is doing the business while I am here; presiding over the whole business, both the goods department and the passengers.

4524. Would it be possible for you to check that business without the aid of this machine?—No; it would require three or four men.

4525. What aid under you would be necessary to do the business without that machine, which you now do?—I think three or four.

4526. How many have you now?—One.

4527. Is there a great saving at the different stations?—Yes; on the Manchester line it would require at least double the number of clerks at the different stations.

4528. When you work the whole line, how many clerks, according to your present design, will you employ at Leeds and Manchester, the termini, and the intermediate stations?—It would be difficult to say what would be required at this time; one clerk at each of the intermediate stations, with the assistance of a boy, would be sufficient.

4529. With the traffic you now have on the 13 miles, and the traffic to come along the rest of the line, what would be the aid necessary without this machinery,

nery, judging from the experience you have had on the Newcastle and Carlisle line?—It would be difficult to state that; it must be double, to a certainty.

4530. The check, as you think, would not be near so perfect?—Nothing like so perfect.

4531. Was it not with a view to establish this important check that Captain Lawes secured your services?—I believe it was.

4532. Mr. *Easthope.*] Can you explain the printing of the tickets?—I could not do it without a model; that is rather an intricate machine to explain.

4533. Sir *James Graham.*] It prints the numbers progressively?—Yes.

4534. Mr. *Easthope.*] How many can you print in an hour?—Two boys, one day, printed 10,000 in four hours.

4535. Do they print both sides?—No; that is a lithograph on the other side.

4536. Are the numbers printed at the same time as the lettering?—Yes; then there is another machine for dating the tickets as they are given out; the printing of the tickets is very much on the same principle; it would print 25,000 impressions without a renewal of the ink; as the clerk gives out the ticket he inserts the end of it into the machine, and it is dated, and he has no necessity of writing the date. The number of the train is also put; that is altered as each train is gone, so that the same ticket cannot be used again. After a train is dispatched, the clerk refers to the tickets in the tubes, and puts the number into a book kept for the purpose, as they alter in the respective tubes. I will give in a copy of this: this is done every train; in the evening he takes this book, and subtracts the number in the former column from the latter, which gives the number issued each train, which he writes in a form prepared for the purpose, of which I will put in a copy. When these are received at the head office, they are placed upon a file, and the tolls being added up in each, gives the total by each train to ascertain the number of passengers travelling each distance; the distance from station to station is printed in the summary. The number at each station is placed on the backside of the summary, and by turning the ends up, we add the numbers which have gone each distance, which gives the total for the day; this ought to agree with the total number in the passenger account. This is the account of one day (*delivering in the same*).

4537. Mr. *Freshfield.*] Are those accounts again checked by the number of tickets in the tubes?—Each clerk puts the number in the column which he commences in the morning, and then he puts the closing number; the difference between the two is the number to be accounted for; by placing them in this form, we see the number of passengers going towards Leeds, and the others towards Manchester; by this arrangement we can tell the number of passengers going by each train.

4538-9. *Chairman.*] (To Captain *Lawes.*) As it would be of course the object of the Railway Company to pay as small an amount of tax as possible to the Government, what would prevent their issuing a ticket for the first class, and entering it as a third-class ticket, thereby paying a smaller amount of tax than they ought to do?—That would create much confusion, and it would be necessary for the various guards, and clerks, and everybody to sanction the robbery, otherwise they would never know whether a man was riding in the right carriage or the wrong; everybody could get a third-class ticket and sit in a first-class carriage.—(Mr. *Edmonstone.*) There is a return made from each station to the head office each day; the clerk has to pay the money in according to the account he renders, therefore if he does enter a third-class ticket and gets a first-class fare, these numbers progressing, he could not keep his accounts at all.—(Captain *Lawes.*) There is a better check upon it than that; the public is the best check; if I pay for a first-class ticket, and they issue to me a third, I would not accept it.

4540. The question is, whether the third-class ticket may not be entered in the book, though not so given?—Then there must be an understanding with the clerks and the guards, and it would throw a slur upon the company; if the officers of Government should apply to inspect the account, they might say, "Let us see whether it is as you have stated it."

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4541. Sir *James Graham.*] You propose to give the Government officers access at all times to the books of the company?—Yes, I do.

4542. And any false issue would appear at once, by the variance between the account and the tickets?—Certainly.

4543. *Chairman.*] The accounts will be of a very complicated nature; there will be three classes of passengers to each station along the road, therefore they will be very complicated accounts for any Government officer to examine, will they not?—I would undertake, without any hesitation, with very little assistance, to check the whole northern district of England.

4544. Mr. *Loch.*] Suppose a clerk at Mill Hill were to issue a first-class ticket, and to put it down as a third-class ticket; if the Government officer suspected that, and went and ascertained the next number, and also ascertained the first consecutive number issued in the morning, he would discover the fraud, as every one between the two must be accounted for?—Yes; that is one of the checks which for our own sakes we put.

4545. If he could not account for the consecutive numbers he must pay for them?—Yes.

4546. Sir *James Graham.*] If the effect were fraud on the Government, the company must expose themselves to imminent fraud?—Yes.

4547. And many parties must be cognizant of that fraud?—Yes.

4548. Are the company sustaining inconvenience by the continuance of your absence?—We have made provision which we conceive will be satisfactory; we have taken a boy from the plough tail only a few months ago and instructed him in the mode; he began with Mr. Edmonstone to work at the machinery; I do not suppose he ever saw such a paper before he came there; Mr. Edmonstone was pleased with his diligence and attention, and he is now left in charge of all our office accounts, and we have no doubt of finding them correct; if they were not, we should immediately detect it.

4549. Mr. *Thornely.*] Those tickets are delivered to the passengers on payment of the fares?—Yes.

4550. When are they collected?—They are collected immediately on departure from the station preceding that to which the party is going; the guards collect them in the carriages.

4551. The guards pass from one carriage to another to collect them?—Yes; we have foot-boards to enable them to do that.

4552. Are your arrangements such as to make it perfectly safe?—I believe, as far as the safety of the passengers is concerned, it is necessary to provide them; on one or two occasions parties that have been getting carelessly upon the carriages when they were in motion have slipped, and the boards canted them off free of the wheels. The day we opened, a young officer of a regiment was rather showing his dexterity, and he fell down and fell along this board, and that shoved him off clear of the wheels, and he was not hurt; but the guards ought to be active men, that can go from one end of the train to another, for the safety of the passengers depends upon that. Our guards never had the slightest accident; they frequently go from one end to the other. Sometimes we cannot make the engine-man hear, in consequence of the noise of the engine, when it is necessary to stop.

4553. What is the security to prevent the guard himself falling off this rail?—That security which the guard ought to have in his own activity; our guards go in the darkest night and the brightest day, and I would not have a guard on the line who was not competent to it.

Jovis, 21° *die Maii*, 1840.

MEMBERS PRESENT.

Mr. H. Baring.
Mr. Easthope.
Mr. Freshfield.
Sir James Graham.
Sir John Guest.
Mr. Loch.
Lord Seymour.
Mr. Thornely.
Sir Harry Verney.

LORD SEYMOUR IN THE CHAIR.

Captain *Lawes*, R.N. called in; and further Examined.

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4554. Sir *James Graham*.] SINCE you were examined yesterday, have you had an opportunity of reading the evidence given by Mr. Wickham and the solcitor of the Board of Taxes?—I have read Mr. Wickham's evidence, and the evidence of the secretary of the Board of Stamps and Taxes, and the agent of the Horse Duty, with considerable attention.

4555–6. Have you considered that evidence as bearing upon your scheme of a graduated tax?—With reference to that.

4557. Do you find anything in that evidence which militates against your plan, or appears to you conclusive against it?—On the contrary, I find that which appears to me very conclusive in its favour, inasmuch as the statement drawn up by the solicitor of taxes, which is represented here as a very clear one, is clear certainly upon one point, that is, the inexpediency of putting one general *ad valorem* duty on the gross receipts. He represents there, and I believe very correctly, that that would have no effect whatever in reducing railway fares, or controlling them in any degree; but that in all probability there would be an increase of fare to meet any increase of duty. I do not apprehend that there would be any danger of the revenue being losers by the alteration, for it would be perfectly beyond the power of Parliament to put such an *ad valorem* duty as would quite set any question of loss at rest; but that would have no good effect, either to relieve the smaller fares or to reduce the greater ones. The solicitor's statement goes rather generally into an illustration of the London and Birmingham Railway and the Greenwich Railway fares, and he says that the small per-centage makes no sort of difference upon the fare between this and Birmingham, or Birmingham and this; that it is not a thing to be taken into account, nor would it I believe on the *ad valorem* duty; but I find in fixing the maximum on the scale I have given, it would positively have this effect, that if the London and Birmingham Company did not reduce their second class fares to 20*s*. instead of 22*s*., they would have to pay their duty as coming into the first class fare of 22*s*. exceeding the 70 per cent., and the 20*s*. not exceeding it, therefore it would just cut so that they had better let the public go at 20*s*. than take their 22*s*.; they would then pay 5 per cent. on the passengers' fare, instead of 10 per cent. The London and Greenwich is very nearly under similar circumstances; their duty would not be very materially altered by the graduated scale; if they were to charge 9*d*. for the second class passengers, they would lose in duty what they would gain in fare if they charged 8*d*.

4558. Thus in the two cases you have put, of the long line from London to Birmingham, and the short line from London to Greenwich, upon your scale of graduation, it would be the interest of the company in the one case to reduce their second-class fares from 22*s*. to 20*s*., and in the other case, from 9*d*. to 8*d*.?—Yes.

4559. Mr. *Freshfield*.] They would have a great advantage in increasing their traffic?—Certainly.

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4560. Sir *James Graham.*] Would not the Government lose the difference between the ten and the five per cent.?—No; Government would be better paid than they are now; they would have five per cent., and have a larger duty than they now have; they would have, at five per cent., exactly 1*s.* on the 20*s.* fare.

4561. Is your opinion so strong upon this subject that you would be disposed, as in the case of the Stage-coach duty, or the Post-horse duty, to farm this duty at some fixed amount, larger than the present annual amount of the tax on railroad passengers?—I believe that I could, without difficulty, give the Government acceptable security, and enter into a composition for seven years for this tax, upon all railroads and stage-carriages, and allow them 25 per cent. over and above the receipts of the last year.

4562. Giving effect to your principle of graduation?—Giving effect to my principle of graduation.

4563. Have you ascertained, since you were examined yesterday, the fact that there are some railroads of importance, in which there is no maximum fixed by their Act?—The Grand Junction is one of importance that is so circumstanced; but being in Parliament last year, they had what is understood as the Duke of Wellington's clause put into their Act, subjecting them to any clause Parliament may enact.

4564. Is there any other railroad of importance so circumstanced?—The Newcastle and Carlisle is so circumstanced, and their fares are lower than those of any other railroad in England, a great line 60 miles long.

4565. What is their maximum fare?—Their maximum for the first class is less than the London and Birmingham fare for the second class.

4566. How would you on further reflection apply that principle of graduation to those railroads so circumstanced, in which there is no maximum fixed by their Act?—I would make the maximum the highest fare they have ever charged prior to the 1st of May 1840.

3567. That maximum so taken would be the point of departure for graduation?—Yes.

4568. Mr. *Freshfield.*] In proposing to make a contract for seven years, paying the Government 25 per cent., on the money received last year, do you take into account other railways coming into operation, which are not now paying any duty to the Government?—Certainly; in the tax the Government would look forward to the addition of those railroads.

4569. Those railways would of course be in addition to those now paying duty?—Certainly, or I could not afford to pay 25 per cent on 450,000*l.* a year.

4570. As it respects the railroads now in operation, would you undertake to pay the same amount of duty the Government now receive on those railroads?—Yes, very willingly.

4571. *Chairman.*] Do you not think that some of the railway companies would complain if such an alteration as that now proposed were made in the tax?—I have no doubt that many of them would; most of the great lines would, if it was productive to the Government; it must be matter of complaint to them; and if it is not enacted it will be a premature matter of complaint by the lesser railways, and by one that is not a lesser one, with which I am immediately connected, the Manchester and Leeds Railway; we contemplate in a twelvemonth to send a passenger from Manchester to London for 12*s.* 6*d.*, if we can get the duty fixed on an equitable scale.

4572. Mr. *Easthope.*] How do you propose that?—We run them a hundred miles on our rails to Hull, and we do that for 7*s.* 6*d.*; they then get for 4*s.* 6*d.* in the steamer to London, put into the Blackwall Docks, brought by the Blackwall Railway, and we book for them into Fenchurch-street for 6*d.* more; and when I say 13*s.* 6*d.* we will book a man for London, and he shall be put down in Fenchurch-street from Manchester.

4573. Sir *James Graham.*] Is that pre-supposing that the rate you seek in the graduation of the duty is granted?—We must have that, or we could not do it.

4574. Mr. *Easthope.*] Do you contemplate that if you cannot obtain your object?—No; we contemplate rather a different thing, doing away with our second class, raising the fares of the third.

4575. What

4575. What time do you contemplate a man effecting his journey to London?—We should do it in something like 26 hours on the average.

4576. What is that in proportion to the time usually taken by coaches?—I believe the fastest coach that ever went from Manchester to London never reached it in less than 18 hours; and the slow coaches were as long as we shall be now.

4577. How is that in relation to the time taken by the more direct railway?—It is as 26 hours is to 10.

4578. *Chairman.*] What will be the distance when the railway is completed from Manchester to Hull?—A hundred miles.

4579. Mr. *Easthope.*] What would be the charge to the same passenger taken by the direct railway from Manchester to London?—The lowest charge he could possibly go at now would be 1 *l.* 13 *s.*

4580. The charge by the course you contemplate to take the passenger would be 13 *s.* 6 *d.* in 26 hours, as compared with 1 *l.* 13 *s.* in 10 hours?—Yes; and for that 1 *l.* 13 *s.* there is only one carriage provided, and that only once a day that he could avail himself of; he must start at six o'clock in the morning; in any other carriage on the Grand Junction, they would not admit him for less than 8 *s.* above that.

4581. Do you think that in the progress of railway communication it is likely that there will be in many other cases a similar kind of competition to that you suggest, so as to prevent railway proprietors, if they were so disposed, raising their fares to an improper level?—I have not a doubt about it; there are very few railways that are so circumstanced that they will not meet with competition in some way or other.

4582. *Chairman.*] Comparing the present tax with the tax you propose, what would be the amount of tax at present on the man whom you take from Manchester to Hull for the hundred miles?—The tax at present would be 1 *s.* 0 ½ *d.*

4583. What would be the tax according to the scale you propose?—Two and a half per cent. on 7 *s.* 6 *d.*; being a tax less than 2 ¼ *d.*

4584. Mr. *Easthope.*] What would be the tax that such a passenger would be subject to by the direct course from Manchester to London, and what would be the tax he would be subject to *viâ* Hull?—The distance from Manchester to London *viâ* railway now is 210 miles; that would be about 2 *s.* 2¼ *d.* as against the 1 *s.* 0½ *d.*; the tax would operate very much in our favour by the Hull route; it would be only for 100 miles as against 210.

4585. Sir *James Graham.*] Would there be security to the Government in collecting this graduated tax, unless Parliament enacted a mode almost identical, if not quite identical, with your own mode of checking the first, second, and third-class passenger fares, by the machinery you have described?—If as Mr. Smith, who is the accountant, described in his evidence, the Government has power to inspect the books of the company, the Government has only to give Mr. Smith authority to do so; if they have not the power, he has only to buy a share in any railway, and that by every Act entitles him to look to the books.

4586. Does not this graduated mode of taxation, being well secured, entirely depend upon the accuracy with which the accounts are kept, with reference to the three different classes of passengers?—It does; but that by no means involves the absolute necessity of adopting our system; no railway company would have a difficulty, as the Returns already made would show in detail the number of first and second class passengers they carried within a certain time, and their fares.

4587. You were understood yesterday to say that the great advantage of your mode of keeping those accounts, aided by machinery, was, that it would afford a protection to the railroad company and to the Government against any fraud or collusion among the clerks and the guards?—I have not the least hesitation in saying that this is very superior to any plan yet adopted; that it would afford a check to the Government, which nothing approaches, and that I should not hesitate to say that it would be very wise to make it a matter of necessity that the railway companies should give the progressive number, which progressive number gives a key to their accounts whenever they are referred to.

4588. You think that access to the books of the company, though differently kept, might secure the Government against fraud under your scheme of graduated

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graduated taxation?—Yes; I think railway companies need not be suspected of fraud in that way, for the parties who have the conducting of the business and the keeping of the accounts, have in very few instances any interest whatever in making a wrong account; but if they do make a wrong account, they subject themselves to dismissal from the company, the necessity of their keeping a check upon their own servants is a very great security for the Government getting the proper accounts.

4589. The interest of the proprietors is so strong to insure accuracy of accounts for their own protection, that if Government had access to those identical accounts, you think they would be safe?—I have no hesitation in saying that most railway companies would feel a protection in the supervision of a Government accountant, because their own servants are the very parties that they must very strictly look to, to guard against fraud.

4590. Therefore, in your opinion, an inspection by a Government officer, and an able accountant, the interest of the company and the Government in the prevention of fraud being identical, would be agreeable to the company, and not disagreeable?—I speak for myself, most decidedly; I cannot conceive of any case in which it would be unpleasant; the giving of returns from each individual station would give a great deal of local information, that I think might very often be applicable to Government purposes; for instance, they would see which way traffic is going; if there was any design in the country, they would have nothing to do but to look at these railway returns, and would see which way they were going, and what class of passengers they were. Suppose that there were a letter written to any station of the Manchester and Leeds Railway to send a return of the passengers by the railway last week, they would see there were a good many third-class passengers, and that would naturally put them on their guard.

4591. Mr. *Easthope*.] Do you think this sort of inspection, with the freest access which could be prescribed, would advantage the railway company so much as it would secure the Government?—I think it would.

4592. That it would lead to interchanges of opinion that would tend to improve the system of railway companies' accounts, and thereby benefit the companies?—I have no doubt of it; it would give the Government and the country generally that confidence in the security of railway property which would be highly beneficial to them.

4593. Sir *James Graham*.] Do you think that would be an inducement to capitalists, who hold off now, to embark in them?—Yes; and some capitalists to whom it would be useful, small capitalists, who are trying to invest their money, and who lend on mortgage through little attorneys. Nothing can exceed the rogueries we have discovered, in respect of mortgages, in purchasing our land; we have had nearly 4,000 parties to deal with, taking landlord, lessee, and tenant; and as our Act of Parliament compels them to produce their title-deeds, the iniquity which has been exposed, in poor people having had money advanced for them, has been very great; when the thing came to be sold, there was no one who could make out a legal right; the poor man who had lent his money got nothing, and we had to pay the money into court, because we knew not to whom to pay it.

4594. Mr. *Easthope*.] Do you think that this general publicity would operate favourably to railways, by emancipating them from the jealousy and distrust that are felt in some quarters respecting them?—I think that would be the first step to causing them to be properly appreciated.

4595. Do you think that would also be a protection against fraudulent representations respecting the profits of railways, which are now or may be supposed to be connected with gambling objects?—Certainly it must have that effect; it would also have another effect: I know, three months ago, on the Liverpool and Manchester line, two of their oldest and most confidential clerks were discovered in an extensive system of swindling the company; how long that system had been in existence no one knew; it was done in this way: A man issues a ticket as for a child; after the ticket is made out he puts "half;" if it is for a soldier he does the same, he puts "half" upon it; the parties who took the tickets paid the fare regularly, and were not children or soldiers; but the clerk put half into his pocket, and they were sent on as soldiers' or children's tickets. There is another system in existence, I believe, at this moment: If I were coming up from Preston to Parkside, a man in a sailor's jacket comes up and says, "Are you going to Manchester?" "No, I am going to Liverpool." "Then

"Then give me 3*s.* 6*d.*" This is a conversation which has passed with myself, and I have made a point of repeating it: "What am I to give you 3*s.* 6*d.* for?" "Why, if you do not, you cannot go to Manchester or Liverpool." I give him that and get into the carriage, and I get no ticket; I doubt whether the Government ever gets a farthing upon that, and I should doubt whether the company gets the whole of it. I do not impute wilful misconduct; but if a man had a hole in his pocket he might lose a part of it, or it might be mixed with his own money.

4596. *Chairman.*] Has it not been the custom at Preston to book through to Manchester or Liverpool?—I believe there are certain trains by which you cannot do it; the mail train comes up in time to catch the train on to Manchester or Liverpool, and with others you just get up in time to get the train from Manchester to Liverpool, or Liverpool to Manchester; they may book through now, but still there are certain trains, I think, where this takes place; it has happened to myself three or four different times, this man has come to me in the way I have described.

4597. Mr. *Easthope.*] Would you contemplate giving the supervision and inspection you recommend, for the protection of the revenue, and which you believe would be useful to the companies, without any coercive interference with the directors and proprietors of the companies?—I think it ought to be put on a footing no one can dispute; that it ought to be an authorized inspection, that no resistance or obstruction should be offered to it.

4598. You would not propose to give the officers power to coerce the companies to any particular system of keeping their accounts, if they were not so minded?—No; I would inflict a fine upon the clerk who refused to show his accounts, just the same as the Act of Parliament inflicts it for refusing to show them to a shareholder.

4599. If the proprietors of a railway were predisposed in favour of their own plan, whatever this officer might suppose the defects of that plan, you would not give him the power of insisting on a new plan?—Certainly not; I would have him produce a plan that was intelligible to me.

4600. You would contemplate the improvement of the accounts as likely to follow from a perception of the advantages?—Yes, I would not enforce it compulsorily.

4601. Sir *James Graham.*] Supposing the Government officer complained of the mode of keeping the accounts as unintelligible and confused, and the accountant under the authority of the board of directors refused to make an alteration, what in that case, as the matter now stands, would you suggest as a remedy?—If the account could not be clearly made out, the Government accountant or inspector would have a very just right, of course, to show cause why they were not clear; if they were clear, however laboriously, or however clumsily they were made out, if he was satisfied that the duty was fairly paid, there his interference must terminate.

4602. Take the other view, that from the confusion he remains not satisfied that the duty was fairly paid you; say he is to show cause, before whom is he to show cause?—The Government should have a right to cause a full investigation into the affairs of that company, and if they saw the accounts were not properly kept, to insist on their being so kept as to be properly understood.

4603. This must be regulated by some Act of Parliament?—Yes.

4604. As the matter now stands, there would be no possibility of meeting a confused account?—I believe the present account is so likely to be confused, they always avoid inquiring into it; I observe by the evidence of Mr. Smith, the accountant, that they have a right to go, but it is singular that they should never have paid us a visit; a new railway just opening, where the number of our passengers was very notorious. I should have expected that the inspector would have come and seen whether we were making right returns.

4605. You know that he has not paid you a visit?—I think I should have heard of it if there had been such a visit.

4606. Your accounts have not been inspected?—No.

4607. How long has your railway been opened?—Ten months.

4608. Everything has been paid then on your statement without examination?—Yes.

4609. Mr. *Thornely.*] Your statement has been made upon oath?—Yes.

4610. Mr. *Loch.*] By a person who has not the cognizance of the facts he

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speaks to?—He has in our case, perhaps, more than any other; for he has the returns, and the check of the bills is gone through to make the weekly returns to the Board, having the certificates of the clerks, and he has the means to certify, which I think are reasonable.

4611. Sir *James Graham.*] That arises from your regulations?—Yes.

4612. In the absence of such regulations a person making the declaration and taking the oath, without intending to deceive, might be deceived himself, and mislead the Government very grossly?—Certainly; for he must go in most cases on hearsay evidence; the man making the return might be very clear of blame, for there is no sort of communication in the matter; no man commits himself, and if it is incorrect he may say, "I had no means of knowing that such a man was defrauding the Government and the company too."

4613. You retain your opinion that your plan of a graduated tax, and the proposed mode of keeping the accounts, with the checks suggested, might be salutary to the company, as it relates to the fares, and also to the Government, as it relates to the tax?—Certainly.

4614. *Chairman.*] You gave an instance of the benefit that this change would produce to the public by referring to the case of a second-class carriage between London and Birmingham; you said that whereas now they charge 22 *s.*, that would bring them under the tax for the first-class, and that they must accordingly diminish their charge to 20 *s.*, in order to avoid that high amount of tax, and to come into the tax for the second class?—Yes.

4615. Would it not be for the interest of the railway companies to diminish their charges for first-class passengers, as far as passengers go, by taking the charge off the passenger and putting it upon his luggage, thereby avoiding the higher tax on the passenger, but receiving the profit in another shape?—All the Acts of Parliament I am acquainted with have regulated the luggage to a certain extent; therefore railway companies have it perfectly within their power to charge now, when the limits authorized are exceeded.

4616. At present they have the power, when it is beyond a very small amount of luggage?—No; I think some of them go as far as 100 lbs.; we charge them now all above that; we are obliged to do that, or we should have goods in the shape of passengers' luggage to a very great extent.

4617. Mr. *Loch.*] You stated yesterday that your company are not carriers, and that at the present moment you have no intention of becoming carriers?—Just so.

4618. You stated that there is a peculiarity in your mode of conveying goods along your railway; that you take them as they arrive, without waiting to collect them?—Yes, we do.

4619. Have you found that the persons owning those goods, or the carriers sending those goods, have objected to that at all?—No; on the contrary, many new persons have come into our railway as shareholders, with the express understanding that they do it from the admirable way in which our goods department is conducted.

4620. You find no feeling on the part of the carrier that all his goods should go on one truck, separated from the goods of all other carriers?—No, we would not admit that; we give every facility possible to the carrier; if he has one truck ready now and the other not ready, he can either send the one, or wait for the two to go together. If a private individual comes to load, we have not the confidence in the skill with which he would load and cover his goods that we should have with a regular carrier; we therefore impose upon him every risk, fire, collision, damage by wet and water, and everything; and we do it in this way: we advertised, on the 14th or 17th of February, to state that our terms for goods would be 4 *d.* per ton per mile, we finding waggons and power; we look upon that as more than we shall by and by charge; we stated that 4 *d.* per ton would be charged upon the parties sending the goods, being liable to all risks; that they must load and unload, and find sheets and carts where necessary, and remove the goods on their arrival. The consequence is, that there has at once sprung up quite a regiment of porters, with their horses and carts, attending our railway, as the hackney-coaches do generally the passenger stations. At the moment a train comes in, those men come round, (we admit only such as we know to be respectable, and such as we can have confidence in,) inquiring whether there are goods for any of their customers, most of them having their carts ready, and the goods are unloaded and taken away to the parties

parties to whom they belong, instead of being taken by the carriers in one large waggon, with sometimes three and four and five tons of goods upon it, belonging to 30 different persons, and that waggon dawdling about the town of Manchester, perhaps six hours, in delivering those goods after they have left the railway. On our system, the goods are divided out to a number of these men, and taken, as quickly as a horse can take them, to the persons for whom they are intended.

4621. At whose risk are the goods all this time?—The senders'.

4622. Have you any risk under your advertisement?—No; any person sending goods by us signs a book which lies on the counter, that we are to send on such goods from Manchester to Rochdale under the terms of our advertisement, dated the 14th February.

4623. You consider yourselves not liable to the risks of common carriers?—Just so.

4624. Are there no carriers upon the line besides those individuals?—Two-thirds of the whole goods are carried by carriers.

4625. What do you do for them?—The whole of the land carriers between Manchester and Liverpool are now off the road, on to our railroads; we say to them this: as we have confidence in your skill in loading and carting and sheeting your goods, we will secure you against fire and collision only.

4626. Do they pay anything extra for that additional risk you undertake for them?—No; that is the shade we give the carrier in preference to a private individual.

4627. Do they do the porterage?—They do everything, load and unload, and everything else.

4628. Having considered the matter so maturely as you have done, the result of your opinion is, that it is better for the railway company to leave it an open railway, providing locomotive power and trucks, and not be yourselves carriers?—Very much better.

4629. Do you know whether the railway companies in Yorkshire mean to adopt your plan, or the plan of other companies?—I believe the Grand Junction, if it pursues its own plan, will very soon stand alone; the Birmingham and Gloucester, now about to open, have adopted the plan we have; the York and North Midland I am not sure about; but the North Midland proposed to do the same; I believe the Great North of England will do the same.

4630. Mr. *Thornely*.] Are the Liverpool and Manchester Company still the sole carriers on their line?—When I consider the enormous expense that company carry at, I cannot think they will continue carriers; the Liverpool and Manchester admit that their expenses on goods for which they charge 4 *d.* per ton per mile, are 3¼*d.* per ton, that they have positively only a profit of three farthings out of 4 *d.* a ton; and I will venture to say, comparing the goods coming by the Liverpool train and delivered according to their process, with the goods coming by the Manchester and Leeds delivered according to their process, the advantage is absolutely not less than six hours in time in favour of the Manchester and Leeds, if coming the same distance.

4631. Perhaps you are not aware that by the Liverpool original Act they must be carriers?—No, I was not aware of that; I think the probability is, that they will very soon endeavour, and they might do it very profitably at this moment, to entirely cease to be carriers; they have an enormous revenue, and why they divide only 9 ½ per cent. is a matter of surprise to everybody: they have now a revenue from tolls alone amounting to nearly 50,000 *l.* a year, and as to the small profit from carrying, there is an Act of Parliament for forming a junction between the Liverpool line and the Manchester and Leeds line; the Manchester and Leeds party have bought all their land and station necessary to form that junction, except two small pieces, which are now under the process of a jury this month. In discussing this matter over between the two Boards, this came out as a representation from the Liverpool Board, how little profit they were making by goods, and that their porterage cost them 2 *s.* 6 *d.* a ton to many parts of Manchester; that by the custom of the trade they delivered within a circle for a very small trifle indeed, and by porterage alone they lost 2 *s.* a ton upon the delivery in many instances; and I am sure I have seen it myself,—we have of course frequently things come by the Liverpool and Manchester Railway, machinery and different articles necessary for our own railway; I have known an instance of a corry carriage coming from the

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Liverpool line with a piece of furniture for our engine-house; they arrived at eleven o'clock in the forenoon with three horses and two men; they worked until one, then took their horses off and went to dinner, and came back with their horses again, worked until sunset, came back the next day and got the thing delivered about 12 o'clock, and for this they were to get 2 *s.* 6 *d.* a ton. I have known other instances very similar, where the company's waggons have brought things to deliver to us, they have arrived just as our people have gone to dinner; it is a matter of no consequence to a man whether he makes a quick job or a slow one; he loiters about perhaps till they come back; I have frequently seen a man and two horses three hours delivering a thing which did not weigh more than a quarter of a ton or half a ton.

4632. The conclusion you have arrived at against railway companies being carriers, arises from the apprehension you are under that companies never can manage so cheaply as individuals can?—That is quite my conviction.

4633. Mr. *Easthope.*] Can you state the amount of additional profits that might be made by the intervention of carriers?—I do not think there would be any additional profits; if we deliver we must charge for porterage and the carting, for the carriers will cease to be carriers, they will be porters; they will deliver all those things, and the business being divided over a large surface, and letting in a larger number, the better will the public be served, and not only in punctuality but in cheapness; this man with his one little half-starved horse, the horse and cart together not worth 7 *l.*, could have delivered this quarter of a ton in half an hour, and would have done it, but the Liverpool and Manchester sent a truck with two horses, each worth 60 guineas, for they have excellent horses, that would not cost less than four times the amount; the man has perhaps 4 *s.* a week more than a porter would be satisfied with, and all this prevents their reaping a profit.

4634. Do you contemplate the employment of little men rather than large companies and large capitalists like Pickford?—Yes; we have on our line a man and five sons, they have been carriers on our line 50 years; they are all working men, who will be working from morning to night, loading and unloading at both ends of our line; they have taken all their horses off the road to employ them in delivering, and they are obliged still to buy more horses to keep up the trade they have as porters; instead of being long carriers, they distribute at both ends, and instead of putting up "John Butterworth, the Rochdale and Manchester daily carrier," it is "John Butterworth, hourly communicating with Manchester for goods," and they send them up and down every day; they have more horses now employed in working the two ends of their line than they had before in working the whole distance.

4635. Mr. *Loch.*] Those men will become great men presently?—Yes; they are making money, and Carver, who is a very well-known carrier in our district, I have no doubt, will soon be in the very best carrying business, which will put Pickfords in the shade; he has a business in every direction, from ten to two and a half miles: he calls and delivers to our line; we afford him the facility, and he can load and send his goods, every hour in the day, wherever they may be wanted.

4636. Sir *James Graham.*] You have illustrated this distribution to the public by a number of small carriers, by the example of the Manchester and Leeds Railway; are not you afraid that by multiplying those persons you shall increase the chances of fraud, and thereby diminish the safe delivery of the goods?—No; for we do not allow any carrier, whom we cannot as thoroughly trust as any of our own porters; we have them ticketed, and if we required a bond we could get it readily from any of them.

4637. No carrier can have admission into your premises without your leave?—No.

4638. That is granted in respect of character, and not in respect of number?—These men have all their private customers, who authorize them to bring their goods to them; they bring a letter to the company, that we are to deliver to George Broadhurst any goods directed for them, and we are now fitting up stables under the viaduct, for those men to have their horses and carts always ready.

4639. How many of those men have you at your Manchester terminus?—I think we have six now.

4640. The tendency is to increase, as your traffic increases?—Certainly; hitherto

hitherto railways have never given the advantage to the public, with reference to goods, of which they are susceptible; by running only a few trains a day they have entirely kept out short fare goods. A man whose goods were ready at 10 in the morning, and who has only 10 miles to take them, if he has to wait till the afternoon, says, I had better send them by the road, and get them in earlier; but by our system of always sending an engine off with a load, and sending whatever is ready, we have driven the whole of the carts off the road at once.

4641. There is an opportunity 10 times a day of sending goods?—Yes.

4642. And there will be the same opportunity from Todmorden to Leeds?—Yes.

4643. The trade of Leeds and Manchester will derive very great advantage from the continual communication with the circumjacent places?—Yes, and the intermediate places are more benefited by it than perhaps the termini.

4644. Mr. *Thornely.*] Shall you be able to deliver and receive goods at the various stations on the road, when you open the whole way, without a material detention of the passengers?—What we propose is, that every other train shall be a train to pick up on the way, like the second-class train, all the goods for Hull, Leeds, Bradford, and so on, to go by a quick train.

4645. That would occasion no material detention of the passengers?—None whatever; in fact it is a positive safety to the passengers, instead of going at an unsafe speed, if there be such a thing, the engine man is regulated as to speed, by the load he has to carry; we never load him so that he shall not keep up a proper speed, and if a collision does take place the goods are an increased defence against the passenger carriages.

4646. Are you able to adapt the load at starting so as to regulate the speed?—We can with the engines now in use. I asked the inspector, "What engine is that?" "The York." "How many carriages have you?" "Twelve." "Then put on two more." "What is that?" "It is the Scarborough." "How many carriages have you?" "Thirteen." "Then take off two."

4647. You are satisfied you can so regulate the load as to prevent any risk of delaying the passengers?—We have tested it. Those are his instructions. There is a table in his office. The Scarborough is to take so many, taking into account the state of the weather and the rails; the York and the Stephenson to take so many.

4648. It is regulated first by the power of the engine, and then with regard to the particular circumstances which either accelerate or retard?—Yes.

4649. All this is under your general control?—Yes.

4650. You of course exercise that control with reference to your experience and means of knowledge of the engines employed?—Yes.

4651. *Chairman.*] What sort of engines have you?—Our engines are six-wheeled coupled engines, with 14-inch cylinders, and 18-inch stroke, and five-feet wheels; they are all made on the same general specification.

4652. Mr. *Easthope.*] Preferring, as you do, that the railway shall be so managed as that the goods shall be conveyed by carriers, do you think it would be for the advantage or disadvantage of the public that railway companies themselves should be proscribed from carrying?—No. I say, give all the competition you can; and if the railway companies think they can compete with the regular carrier in delivering the goods, which is the only point, let them do it.

4653. You would think it objectionable that the railway companies should be prohibited?—Certainly; I would prohibit nothing; let the public be served by all the competition which can be employed.

4654. Mr. *Freshfield.*] You think they would be best served by not being carriers?—I do.

4655. Mr. *Loch.*] Would it be right to take some of the profits of the passenger traffic to assist in carrying goods?—It appears to be very bad policy, if they cannot carry goods at a profit, to do it at all.

4656. Would it not be right that the accounts of all railway companies should be so kept as to show the profit on the passenger department as distinct from the profit, on goods?—Certainly.

4657. Sir *James Graham.*] Would not your graduated tax operate as a check on any attempt to make up the loss on goods out of the fares on passengers?—The question is one of detail; and I satisfy myself on that head by sending a

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man to buy his ticket, and proving what he paid for it. I do not go into the goods question at all; they have no connexion one with another. With respect to engines, there is rather a singular fact discovered, that, though made on the same specification, they differ 30 per cent. in their powers; and the most powerful engine, and with the largest heating surface, consumes the least coal.

4658. Sir *James Graham.*] Has Mr. Stephenson been informed of this variation in the power of the engines made under the same specification?—Yes, he has.

4659. Have you consulted him upon it?—Yes.

4660. Has he given you any explanation?—Yes, he has made three of his engines; and those three engines have 65 feet of heating surface, about two-thirds of it in the fire-box and one-third of it in the tubes. Sharp Roberts, who comes the next, has about the same proportion of heating surface, but about equally divided between the fire-box and the tubes; the heating surface in the fire-box is very much more powerful in generating steam than in the tubes. Stephenson's engines with a large fire-box have an advantage of two waggons out of 15 over Sharp Roberts's, and consume less coke from the size of the fire-box admitting it to be filled just at starting; making it unnecessary to open it again all the way up to Littleborough; there were general dimensions given in the specification, but nothing said about the heating surface, leaving it to the engineers to exercise their own knowledge on the best application of those dimensions.

4661. The variation in the heating surface is the cause of the variation in the power?—Yes.

4662. Is that ascertained to Mr. Stephenson's satisfaction?—Yes; so much so that we have some engines with only 38 feet of heating surface against Stephenson's 65, and their relative powers are measured mathematically almost, by their heating surfaces.

4663. Within what period has this been ascertained?—We have been working these ten months, and trying different experiments upon them.

4664. What time have you been satisfied of this?—I do not profess to know enough about mechanics to say that this is any discovery; but I called upon Mr. Stephenson to account for this, and he immediately accounted for it, and our own superintendent of locomotives had before satisfied himself that was the case; but Mr. Stephenson was not aware that the great fire-box consumed the least coke; he was not prepared to receive that.

4665. Mr. *Freshfield.*] In your subsequent orders did you have reference to those facts?—Yes; there is the reason which Mr. Stephenson pointed out, as well as our superintendent of locomotives; a small fire-box requires the stoker to be continually at the fire, he is constantly burning and feeding it; while he is standing still he is obliged to be making his fire up to the highest pitch, with a view to being sure of having sufficient to run up the banks. In Stephenson's large fire-box they have no difficulty in getting up the steam; it appears it does not lose its steam, and they can burn any kind of coke in it; in the others, the small engines, they must have the very best coke.

4666. What is the weight of your engine?—Stephenson's three engines weigh nearly 19 tons; Sharp Roberts's would weigh 17 ¾ tons.

4667. *Chairman.*] What is the width of the gauge:—Four feet nine: everything on our line is rather stronger than they commenced with on the Grand Junction and the Liverpool.

4668. Mr. *Easthope.*] What is the weight of your rail?—56 lbs. to 60 lbs. per yard.

4669. Sir *James Graham.*] Will the Manchester and Liverpool carriages be able to use your line?—Yes; we have our rail laid so that they will be able to use it with their wheels.

4670. The Liverpool carriage will be able to run through to Hull?—Yes, and we shall be able to run on to Liverpool; we differ only half an inch; Mr. Stephenson always intended it should be four feet nine. The North Midland, the York and North Midland, the Hull and Selby, and the Midland Counties, are the same gauge as we are, and that is half an inch wider than the Grand Junction or the London and Birmingham, but that half inch does not render it at all unsafe to run the carriages on one or the other.

4671. Their rail is 75 lbs. to the yard, is it not?—It is.

4672. Do you consider the control which the directors of companies now have

have over their servants in the command of their engines sufficient for the public safety?—I think it would be very difficult to interpose by legislative provision, though I feel satisfied that that might be very much improved, but I have found great difficulty in knowing how to do it in the present scarcity of that class of men.

4673. In cases of neglect, consequent on carelessness or drunkenness, or any gross violation of duty, do you consider that the law, as it at present exists, is sufficient for the correction of the evil?—Certainly not; that is to say, the mere railroad law.

4674. The general law of the land?—Yes, you may indict a man for manslaughter.

4675. Suppose there is no manslaughter?—Perhaps that ought to be amended; the only punishment we have now is to discharge that man, which is very often no punishment at all.

4676. *Chairman.*] Have you no bye-law by which you fine them?—We could fine them, but we could not imprison them.

4677. You take them, subject to being fined for misconduct?—We have found that many of the railway companies have articles similar to those in a merchant ship, subjecting the man to a fine for misconduct; but I have found that, in nine cases out of ten, it is much better to discharge than to fine, and much safer; for I have found it best not to suffer a man to be employed with a gloomy feeling over him, from having been fined.

4678. When discharged, is he not able to go from the place where he is discharged and find employment in another place?—He can; but we do not find any difficulty in getting men, for we pay the very highest wages, which is the only security.

4679. Would it not be a convenience, and act well for the public security, if railway companies were obliged to receive a certificate with any person whom they thus employ, from their last employer?—I think it would; it could not have any bad consequences, and might have good.

4680. Would it, in your estimation, have a good effect if, when they receive a person from another railway company, it should be imperative upon them to have a certifitate of what the conduct of that person in his previous employ had been?—They evade it very generally; they have adopted it as a rule not to take a man without knowing something about him. I had a man with a fair good character from the Stockton and Darlington Railway; this character was six months old; this character looked suspicious, and I said, "What have you done these six months?" "I have been working in a shop." "What shop?" "Some one's machine shop in Glasgow." Another has been, perhaps, sent out with machinery to Marseilles, or Leghorn, or somewhere, and he has now returned: "Have you no certificate of your return from Leghorn?" "No." He went out with an agreement; and perhaps he has some other person's agreement; they evade it in all sorts of ways; but unless we knew that such a man came from his employer direct to us, it diminishes the value to be attached to the character. In this instance, the man I refer to was proved afterwards to have been on the Southampton line, and discharged for drunkenness. One man, on the Birmingham and Gloucester line, came from the Stockton and Darlington with a tolerable character from the engineer of the Stockton and Darlington; the signature of the engineer was known; there he came, saying, he had been laid up, and had lost his engine. They put him on the Birmingham and Gloucester line; but before he had been there very long, he was drunk, and smashed into another train and killed two men, and they committed him for manslaughter. I think this day fortnight I attended the inquest; they gave very clear and most respectable evidence that they had endeavoured in every way to protect themselves against imposition, but this man had succeeded in imposing upon them.

4681. If it had been imperative on the Birmingham and Gloucester Company to have required a certificate, and imperative upon the Southampton to have given a certificate, would not that evil have been prevented?—He kept the Southampton Railway entirely out of view; he brought his certificate as from another railway; they had no idea that he had been on the Southampton.

4682. If it had been imperative upon the Southampton to give him a character, would not that have been prevented?—Yes; if, on the application of the Birmingham and Gloucester to the Stockton and Darlington Company, it had

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had been imperative upon them to state that they had previously given this man a character to the Southampton, it would have been necessary for him to state that he came from that line.

4683. Would not the effect of this certificate, if efficiently arranged between the companies, act more upon the engine-man than any fear of a fine, which, getting so much money, he would be well able to pay?—Possibly much better.

4684. Can you imagine anything likely to act more powerfully on the minds of that class of men than their knowing that gross misconduct will necessarily throw them out of employment entirely?—There could not be a better check.

4685. Do you think there could be a better device, than that of its being imperative upon the companies to give and receive those certificates in the employment of men of that description?—It is very important that they should all enter into such a plan.

4686. Sir *James Graham.*] Ought there not, in fairness to the men, to be some appeal against a certificate capriciously given by the agent of a company?—Yes, he would have his remedy in law for that; it would be strictly governed by the same rules as apply to master and servant.

4687. Mr. *H. Baring.*] Is there a great difference in the price paid by the different companies to the engine drivers?—We pay 7 *s.* a day; the Bolton and Manchester, in the same town, pays 4 *s.*

4688. Do they find a great difficulty in getting engine men?—They always have plenty, such as they are; they say they teach more engine men than all the other companies.

4689. *Chairman.*] Do you think with reference to this system of certificates which you have mentioned as advisable to be adopted, that it should be made imperative upon the companies to adopt such system of certificates, or that it should be left to a general understanding come to between the companies one with another?—I am disposed to leave as little as possible to agreement; I think it should be made imperative upon the companies.

4690. On your line of railway have you many branch railways joining you?—At the Yorkshire end of our line we join the North Midland, the York and North Midland, and the Hull and Selby, and the Leeds and Selby within 10 miles.

4691. You have no private railways running into your line?—No; we have an Act for making a branch to Oldham, and a branch to Halifax, and we are going to make a branch to Heywood.

4692. Mr. *Easthope.*] Have you any calculations referable to the cost of locomotive power which show that your estimate of ½ *d.* a mile for goods is accurate?—The cost of the locomotive power must depend on many circumstances; the gradients, and the price of coal, being two very essential ingredients; we get our coke at a moderate price, comparatively with the price at which some others get it, and always sending the engine loaded, I think ½ *d.* per ton per mile, even on our bad gradients, would pay us very well.

4693. Should you feel any objection to give the Committee the calculation in writing that has enabled you to arrive at that opinion?—I must send to Manchester for our returns, but our practice in goods is very little indeed; we only go upon this ground, that we send our engines with the passenger trains, and they consume so much coke, and such an amount for wear and tear, and so much material besides, without the goods; and the only difference that we have is, a small addition to the consumption of coke and the wear and tear of waggons, and for the price of waggons we have a tender now to supply us with waggons at ¼ *d.* per ton per mile.

Mr. *Thomas Edmonstone*, called in; and further Examined.

Mr. *T. Edmonstone.*

4694. Sir *James Graham.*] HAVE you contemplated the adaptation of your form of keeping the accounts to a more extended line, with a greater number of stations?—Yes.

4695. Is it susceptible of much extension?—It is, to any extent.

4696. Have you tried the plan, with the aid of your machinery, of so extending it?—Yes.

4697. Can you show the Committee that plan?—This (*producing it*) is with reference to a great number of passengers travelling each a certain distance, for 22 stations: to arrive at the number who have travelled each distance each day,

day, I ascertain, first, the shortest distance between the stations on this line; I have arranged this book under the different distances of a mile and a quarter, a mile and three quarters, and two miles; here are 143 different distances in this book, to ascertain the number who have travelled each distance: this is supposed to be a return from station (A.), this from station (B.); that is printed on slips. When I want to know how many passengers have travelled a mile and a quarter, I refer to (T.) and (U.), there being only those two returns that are made that distance; then I bring the mile and a quarter on the scale, remove the slide down now to cover the second and third class, there is only one has travelled in the first class, six in the second class, and six in the third class; this is ready now for filling in with the duty returned for that distance. Suppose I wish to see how many had travelled four miles and three quarters, I refer in the same way to this letter, and place the number of passengers in the respective columns, and the column will answer for the return; if they wish to ascertain the duty for companies who do not collect the tickets as the train is moving, as we do, this arrangement is an advantage to know how many passengers have alighted at each station, that they may check the returns by having each column that shows where they have come from; that number, 398, I find at (C.), that is 3,616, which is as easy to come at as if it were only so many hundreds.

4698. Mr. *Loch.*] How will it show that they have alighted at those stations?—That is station (H.); that is the distance from station (H.) to station (A.), and from their being arranged in that manner it is a complete distance table.

4699. What is the information you have *à priori* entitling you to insert them in this bill?—Each station sends its return.

4700. Sir *James Graham.*] Would these forms be of great use to Government in checking the return for the tax?—If the returns are made out in the way we have shown, these forms will give greater certainty.

4701. Mr. *Thornely.*] Practically how does the collection of your tickets correspond with the statement made out?—I have here a paper containing the information for a month; here are the names of the guards, with the tickets brought in; these are the numbers issued by the clerk; these show the number short. In 19,976 tickets issued, there are 19,853 accounted for; there are 123 short in those collected by the guards; this is a check upon the guards to make them do their duty, and there is another arrangement: we have a ticket we give to the guard for every detection he makes of a passenger without a ticket; he has a per-centage on the amount he detects; we keep an account of the number he has detected; it appears that during the month he has recovered 1*l.* 4*s.*, we give him a per centage upon that.

4702. Mr. *Freshfield.*] Do you agree with Captain Lawes, that no inconvenience will be felt by the company of proprietors in having the check referred to by Government?—Not the slightest.

4703. Do you consider that there is any reason, in consequence of the whole number of tickets not being accounted for, to infer fraud on the part of the servants of the company; that there is any risk of fraud to be guarded against?—No, I do not suppose there is any intention of fraud at all; the great number of passengers who have left at the same moment, would render it difficult to collect the whole of the tickets.

4704. The interest of the Government and the interest of the company would go together in providing a check?—They would.

4705. Can you contrive any mode by which the company and the Government might improve their means of acquiring accurate information?—That they would have perfectly accurate information with our arrangements, I have no doubt whatever.

Mercurii, 27° *die Maii*, 1840.

MEMBERS PRESENT.

Mr. Easthope.	Viscount Sandon.
Sir James Graham.	Lord Seymour.
Mr. Greene.	Mr. Thornely.
Mr. Loch.	Sir Harry Verney.

LORD SEYMOUR IN THE CHAIR.

Henry L. Wickham, Esq. called in; and Examined.

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4706. Sir *James Graham.*] HAVE you and the officers in your department, in whose judgment and experience you can confide, read and considered the evidence given before this Committee by Captain Lawes and Mr. Edmonstone?—We have as far as the time allowed us would enable us to do so.

4707. Have you seen the mode in which the accounts are kept by the Leeds and Manchester Railroad Company, aided by machinery invented by Mr. Edmonstone?—We have.

4708. Having given your attention to the proposed alteration in the mode of fixing the fares on railroads, are you of opinion that if the tax so graduated be honestly paid and rigorously collected, any loss would accrue to the revenue?—I am of opinion that on the present number of passengers conveyed a very considerable loss would accrue to the revenue; but if the reduction on the lower class being adopted led to a large increase of traffic, the number of persons conveyed in consequence of that reduction would compensate for the loss we should sustain in the first instance.

4709. The question does not apply to the Manchester and Leeds Railroad considered exclusively, but to the aggregate amount of tax levied on all railroads, with their varying rates of fare, and their varying number of passengers, in connexion with such fares?—I include the whole, but my opinion is, that, including the whole, our loss would not be soon completely made up. I think if we looked only to the Manchester and Leeds, the change of duty, though there would be a loss in the first instance, would be compensated by the increased number of passengers; but I think that if you include the great mass of railroads on which the number of the poorer classes would not be so great, our loss would be greater, and that it would not be so soon compensated by the increase of passengers.

4710. On the scheme proposed, 10 per cent. would apply to all the first class fares on those longer railroads, such as the Birmingham and London, and the Southampton and London?—Yes, if we could get it; but my impression is that they would contrive to put themselves just under the 10 per cent. rate, and if they did we should never in any case get the 10 per cent. duty, but only the 5 per cent. and the 2 ½.

4711. Will you confine yourself in your answers to the supposition that no frauds are practised, the question being considered in the absence of fraud; are you of opinion that it would be the interest of those railroad companies, such as have been referred to, the Birmingham and London, and the Southampton and London, to lower their rate of first-class fares to such an extent as in the proposed graduation would enable them to escape from the 10 per cent. and the 5 per cent?—I think it would; that the per centage would be so great that I am apprehensive it might be their interest.

4712. Will you have the kindness to try that by the London and Birmingham. The London and Birmingham now charge for the first-class fare 30 *s.* from London to Birmingham; to escape from the 10 per cent. under the graduated tax as proposed, they must drop their fares to 20 *s.*; can you suppose that would be their interest?—

interest?—I cannot suppose that in this case that would be their interest; but I have only supposed, from what I have seen in revenue matters, they would contrive some means of paying themselves under some other fare, and drop the actual fare on the passengers.

4713. The answer you have just given would seem to contemplate evasion of a fraudulent nature?—Not fraudulent; they might transfer the charges a little more to goods, and a little less on passengers, perhaps.

4714. If they shifted from goods to passengers, you must contemplate, in order to effect the escape from 10 per cent. in the case of the London and Birmingham, on the scheme proposed, a reduction of passenger-fare from 30 *s.* to 20 *s.*?—I am not quite sure of the calculation; but I will assume that to be the case.

4715. Do you conceive it would be consistent with their interest to make so large a reduction of their first-class fares?—If it would make so large a deduction in their receipts from passengers, I should say it would not be their interest; but I can only say that I am apprehensive that, with so large a charge as that, they would find some means of transfer, not losing the whole, of course, but putting it on some other article.

4716. Do you admit what has been stated by Captain Lawes, that in the instance cited by him, the poor man using the third-class train on the Manchester and Leeds Railway is taxed 12½ per cent., and that the rich man using the first-class train is taxed only 3½?—Unquestionably; and the difference is greater in Scotland, where the people are poorer.

4717. You feel the inequality, not to use any harsher term, of the present taxation?—Fully; I only speak as a revenue officer; otherwise I am fully alive to it.

4718. You also feel that the proposed scheme of graduation escapes from that objection, and offers a premium to railroad companies to reduce their fares for the benefit of the public?—Yes; I should rather say that it acted as a check on very high fares, and might keep up the middle class of fare; that it tended as much to that as to the reduction to the complete minimum.

4719. That tendency would very much depend upon the scale of graduation, and might be checked by a variation from the proposed scale?—Certainly.

4720. With respect to frauds, can you conceive that fraudulent evasions, by the substitution of apparently second-class fares for first-class fares, would be possible without introducing into the accounts of the Company inextricable confusion?—I should say, that if the accounts were properly kept, it would not be possible to allow such evasions.

4721. Would not the existence of such frauds, if committed, become known to the various agents of the Company?—Certainly.

4722. And to such an extent that such evasion would not be to the interest of the Company?—I consider that in keeping the accounts the interests of the Government and the Company are clearly identical; that they must be so.

4723. If you have access to the accounts, availing yourselves of the supervision the Company would use, you would possess all the checks for the security of the Government which the Company, for the interests of their proprietors, carried on themselves?—Certainly.

4724. Would you not also have the power, where you had reason to suspect fraud by the substitution of the lower class of tickets, to send persons at all times unknown to the Company to detect the frauds?—I think on such a scale as the business is conducted, we should have great difficulty to detect frauds; the immense numbers transmitted by railways are such, that we cannot check them as we do passengers by stage-coaches, so that we could check only by account; I do not think a personal check could be available.

4725. Having the great check of access to the accounts, and the Company having an interest to keep the accounts honestly, and not fraudulently, with the additional check of the means of detection by the visits of persons on the part of Government, does not that taken together, in your mind, constitute a complete check?—I should not myself be the least afraid of evasion.

4726. By those checks removing the danger of fraud, your objection to the scheme would be very much narrowed?—My objection was not to fraud *in totidem verbis*, but to an evasion of duty not fraudulent; I am of opinion, that it would be possible for the Company, in order to avoid the 10 per cent., so to apportion their charges as to reduce the price on the first-class passengers, so as to bring it below the 10 per cent.; not fraudulently, but by a fair apportionment of their charges.

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4727. If that effect were produced, the only evil would be a revenue evil; the public would certainly gain if that should be the result?—Certainly; that is, the public traveller.

4728. Is your apprehension of such evasion principally arising from the proposed scheme of graduation, which proceeds by large jumps at once?—Yes; I think that the revenue is always liable to evasion; as long as there are shifting scales there is a temptation to shift from the higher rate to the lower; and I am of opinion that a clever Company would always be able to beat the revenue in that way.

4729. Without the shifting scale there would be no escape from the inequality, which you admit to be somewhat hard on the poorer classes of passengers as compared with the higher?—Certainly; and that always has been a difficulty.

4730. Are you quite satisfied that considerable frauds are not now practised upon you?—I do not think they are; I am quite confident, in reading over the evidence of Captain Lawes, there is much there in which he is greatly mistaken as to frauds; at least, that they do not extend to any material amount.

4731. How do you deal with the case stated of a first-class ticket paid for and under that first-class ticket two third-class tickets being given away?—I should say that was a direct fraud on the revenue, and that any officer who swore to the accuracy of that account had taken an oath which I should be very sorry to have taken. I should say those passengers were carried for hire.

4732. Have you seen the case stated of the Manchester charity children?—I have.

4733. There is an intention stated of receiving payment for 10,000, and conveying 40,000 on the same day?—We have no means, if the Company do not choose to return them to us, of discovering the fraud without applying to the Court of Chancery, if it did not appear in their books. The oath is this:—"*A. B.* makes oath that he, this deponent, as the secretary or clerk, hath examined and checked the within account, purporting to be an account of the number of passengers conveyed for hire daily along the said railway, and of the number of miles such passengers have been respectively so conveyed from the day of 18 , to the day of 18 , both days inclusive, with the book (or books) of the said Company, kept in pursuance of an Act passed in the third year of the reign of his late Majesty King William the Fourth, intituled, 'An Act to repeal the Duties under the management of the Commissioners of Stamps on Stage Carriages and on Horses let for hire in Great Britain, and to grant other Duties in lieu thereof; and also to consolidate and amend the Laws relating thereto;' and that to the best of the knowledge, information, and belief of this deponent, such account doth contain, and is a true and faithful account of the several matters and things required by the said Act." If by any evasion of that sort he chooses not to insert the number actually conveyed, we have no means of detecting that, for as to checking by personal examination 40,000, it is out of the question. In a case of this sort we must file a bill for a discovery.

4734. You rest now on the declaration of the officer employed, if not exclusively, almost entirely?—Yes, almost entirely; I consider that there is great advantage in dealing with large companies, where their officers have no temptation in deceiving us, and themselves are not benefited by the false oath.

4735. Are you not clearly of opinion, that in making the declaration, they are themselves constantly deceived in the present mode of keeping the accounts?—I am not aware that they are; I think if the accounts are properly kept they cannot be.

4736. Are there not great evasions practised by not paying the duty on fractions of miles?—There may be some small evasions, but I do not think that we have any reason to apprehend a great evasion in that mode.

4737. There is what is termed "road-money" paid. A passenger takes a first-class ticket, going to Watford; having arrived there, he makes up his mind to proceed to Birmingham; the Company received what is termed "road-money"; are you certain that you have cognizance of that?—I presume that they enter that; it is their duty to enter that passenger as carried for hire to Birmingham. I have here a copy of the bond which is given on behalf of the Company, and the condition is such, "That if the said Company of Proprietors do and shall from time to time keep and cause to be kept and rendered, in the manner directed by the said Act, the accounts thereby required to be kept and rendered by every such Company, so far as relates to the passengers to be conveyed along the said Railway, and do and shall from time to time, upon every reasonable request of any authorized officer

officer of Stamps and Taxes, produce and show to such officer, and permit him to inspect and examine all and every the books and book of such Company in which any such account shall be contained or entered, and do and shall well and truly pay or cause to be paid unto ——— the head distributor of stamps for ——— at the head office for stamps within the district of such distributor, or to his successor or successors in such office of head distributor, or to the receiver-general of the duties of stamps and taxes, at the head office for stamps and taxes in the city of Westminster, or to such other person or persons as the Commissioners of Stamps and Taxes shall from time to time appoint or authorize to receive the same, at the times and in manner directed by the said Act, all and every the duties which shall from time to time become chargeable under the said Act, for or in respect of the passengers which shall be so conveyed as aforesaid along the said Railway, and shall well and truly do and perform and cause to be done and performed all such acts, matters, and things as by the said Act are required or directed to be done or performed by or on the part or on behalf of the said Company, then the above written obligation to be void."

4738. Is the penal sum heavy?—The penal sum is generally according to the duties we receive in a quarter of the year; we are paid every month.

4739. What is the per-centage actually paid on the London and Birmingham Railway, for instance, now?—I think we made it out last year to be about five per cent. on the receipt for passengers on the great English lines.

4740. That, by experience, would appear to be about the medium point on which graduation, both ways, ought to ascend and descend?—Yes.

4741. Mr. *Loch.*] Does that include the Grand Junction, and the Liverpool and Manchester?—No; there the per-centage is higher; as you go north the fares are lower and the per-centage is higher.

4742. Mr. *Easthope.*] The fares on the Grand Junction being lower than on the London and Birmingham, the duty would bear a higher proportion?—Yes; the complaint last year was principally from Scotland; they made out, I think, as much as 12 or 13 per cent. upon their fares.

4743. Sir *James Graham.*] On the London and Birmingham, which is the longest line, five per cent. is about the proportion?—Yes.

4744. As to the precise mode of keeping the accounts, aided by the machinery of Mr. Edmonstone, does that, in the short time you have had to consider it, appear to you to offer a good security against fraud, particularly the issuing of tickets in progressive series?—I should say that it might; but Mr. Smith, the inspector of stage-coaches, is in attendance, who will be able to speak more precisely from experience on that point.

4745. Mr. *Loch.*] You stated that you thought the graduated scale of taxation might lead to attempts being made on the part of companies to shift the tax?—Yes.

4746. Has it occurred to you how that might be accomplished by any companies?—I think by throwing more cost on the conveyance of goods.

4747. Do you think it is likely that the Railroad Companies would find it for their interests to put an additional charge on goods?—That I can hardly judge of; I am only speaking as a revenue officer, saying generally, that a high tax is evaded in some mode or other; I am only apprehensive that might be the result, so that I think the Chancellor of the Exchequer should look for a great loss, considering that it was probable it might occur.

4748. Are you not apprehensive that the danger is rather of its being found necessary to draw on the passenger traffic in order to make up for the loss on the conveyance of goods?—No, I only put that as a case; I should think they would endeavour to find some means of evading the tax; I should consider the loss as greater than it would be if we could be certain of getting our 10 per cent. on the first class.

4749. In the view you take of the probability of the revenue suffering from the present mode of collecting the duty, do you consider whether it is not likely, if the present mode of taxation is continued, that it will check the travelling by railroad to a great extent in different parts of the kingdom?—From what I have heard, and from Captain Lawes's evidence, I am of opinion that a large reduction of the duty for the lower classes would very much increase the traffic.

4750. And that if there is no alteration, the result will be, to put an end to travelling on the railroad by the lower classes, except in cases of extreme necessity?—I should say rather that we should check the number than put an end to it.

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4751. Then it is not your opinion that it would actually diminish to a very great degree indeed the present amount of travelling?—I do not think it would; but I think the diminution would very much increase it.

4752. Captain Lawes has stated, that unless there is some alteration in the present law, or some mode of evading it, they will be obliged to raise the rate of their third-class fares, the effect of which would be almost to annihilate their third-class passengers?—I have read that; Captain Lawes of course is a better judge of the effect of that than I can be, but I cannot suppose that so small a duty as one-eighth of a penny per mile can operate in the manner that he states.

4753. Are you aware that there is a strong feeling to that effect in Scotland?—I do not think the representations from Scotland go quite so far as that.

4754. Admitting, as you do, that the inequality of the mode of raising the taxation at the present moment does press hardly on the lower class of persons travelling by railway, has it ever occurred to you how that might be obviated by an alteration of the tax they are subject to?—There is no question that the most effectual mode of doing it is by a progressive duty; but I think there are inconveniences in that, and I should myself prefer, as a revenue officer, a general reduction of the scale; for instance, from 1-8th of 1 *d.* to 1-16th of 1 *d.*, if a change should be determined upon.

4755. Sir *James Graham.*] That would not affect the unequal weight of taxation, as affecting the several classes of society?—There is no question that that would still have an unequal rate; that there would be a disproportion in the fare.

4756. Is not the duty paid on coach passengers, as the tax is now levied upon all, outside passengers included, at least 10 per cent. or thereabouts?—I should think it was; at the same time, I do not quite like to answer that without consideration; it is not upon the persons actually carried, but upon the licence to carry a certain number of passengers.

4757. If it be 10 per cent., the maximum proposed upon the first-class passengers, with all the luxury of inside first railroad carriages, would not be greater than that now paid upon the passengers going outside a coach?—There is no question of that; but there is already a great inequality between stage-coach passengers and railroad passengers.

4758. Mr. *Loch.*] Upon the Arbroath and Forfar Railway the number of first-class passengers was 4,475, at 7 $\frac{3}{8}$ths per cent.; of second-class passengers, 12,250, 9 $\frac{5}{8}$ths per cent.; of third-class passengers, 81,110; 14 $\frac{1}{2}$ per cent. Upon the Dundee and Arbroath, the number of passengers appears for the first class, 10,713 for seven months; second class, 14,870; third class, 61,876; the whole being 87,469; the per centage 10*l.* 4*s.* 2$\frac{3}{4}$*d.* per cent.?—I considered that we looked upon five as the average on the southern, and 10 on the northern.

4759. Sir *James Graham.*] Have you made any calculations on the returns you now possess to support your opinion that there would be any loss to the revenue from the proposed graduation as affecting the great lines, no evasion taking place?—I have only made a calculation upon Captain Lawes's own statement, upon the Manchester and Leeds; I find here a loss of about half the duty.

4760. Thirteen miles only of that are opened at present?—Just so.

4761. The question referred to the great lines, varying from 60 to 100 miles?—I have not been able to do that further than from what I collected from Captain Lawes's statement in answer to question 4324, "It would reduce our duty from about 9 per cent. on the whole, which we now pay, to about 5 or 5$\frac{1}{2}$." I have not made any calculation as to the great lines.

4762. Your principal apprehension arises from the probability of evasion, and not from any loss arising from the proposed graduation on the great lines without evasion?—I think on the great lines there would still be a reduction certainly. In my opinion we should lose the 10 per cent., for we should hardly ever get that; we should get the middle duty, and we should be as we were before. I am only assuming the utmost possible evil, not saying what will take place.

4763. What would you say if parties could be produced with ample security, upon a system of a graduated scale, to farm the duty without loss to the revenue?—I should certainly be very unwilling to treat with any such parties; I do not think it is at all a good system, and I think any offer of that sort goes for nothing.

4764. The post-horse duty has been farmed?—It has been, but it is no longer; it was transferred to the Excise, and is now collected by them.

4765. Whatever objection there may be in principle, if the security be ample and the amount the same, the objection of fear of loss to the revenue is removed?—Certainly.

4766. And the facility of parties in finding good security to the Government against loss shows that other parties have not that fear?—Yes; but I have some suspicion of any offer of that kind, and in carrying it into effect there is some danger.

4767. *Chairman.*] What was the amount of duty received last year from railways?—£. 72,716.

4768. It appears that in 1839 it was 39,570 *l.*?—Yes.

4769. In 1840 it was 72,716 *l.*?—Yes; the account is made up to the 5th of January 1840.

4770. Mr. *Thornely.*] Is that increase owing to the increase of railway travelling, or to your having put an end to compositions?—It is owing to the increase of railway travelling and to the opening of new lines; the composition was very trifling.

4771. Mr. *Easthope.*] Have you any comparative account of three months of the present year?—I have.

4772. Mr. *Loch.*] How does this make up for the loss on the post-horse duty?—My impression is that it has fallen off, but less than I should have supposed possible; but I apprehend this year it will fall off considerably.

4773. Mr. *Easthope.*] Do you apprehend it will be considerable, taking into account the increase of production of railways?—Hitherto the production of railways has a little compensated or about compensated probably for the loss on stage-coaches, and not more than that. The highest year we had was 1837; in that year we received 514,000*l.* for stage-coaches and railways; stage-coaches, 503,000*l.*, and railways, 10,000 *l.*; it is now stage-coaches, 424,000 *l.*, and 72,000 *l.* for railways.

4774. Mr. *Loch.*] The total is 10,000 *l.* more in 1840 than it was in 1835?—Yes; but 18,000 *l.* less than it was in 1837; at that time the coaches had not fallen off from their full amount.

4775. Sir *James Graham.*] In this case you assume that an alteration of tax would not stimulate the use of railroads by a greater number of passengers; but if the alteration of tax should have that effect, your opinion would be altered as to the probability of the increase of the revenue by the change?—I should say that we should in a reasonable time recover our loss, and probably increase largely.

4776. Can you anticipate that the present mode of levying the tax bearing so oppressively upon the great body of the people, and particularly the poorer classes, will not give rise to great discontent and complaint?—I do not know whether the complaint would be just; but it is very probable that it may.

4777. Bearing in mind that the rate of duty is 12 ½ per cent. on the third-class passengers, and 3 ½ on the first, and that in the manufacturing districts the third class will be the poorest and humblest class of society?—Yes; it is not depriving them of what they have enjoyed, but of what they may enjoy.

4778. Have you considered what Captain Lawes has stated, that without the alteration of the present tax, amounting to 12 ½ per cent. on the third class, it will be the interest of that company, and probably of other companies similarly circumstanced, to raise the rate of the third-class fares to the exclusion of a large number of the humbler classes now using the railway, the effect of raising it being to diminish the number of passengers, but thereby to increase the profits of the company?—I have.

4779. Would not that operate as a serious diminution of the revenue as it is now levied?—Certainly, in this instance; and if it was general, of course the injury would be more extensive.

4780. A perseverance in the present mode of levying the tax on railroads so circumstanced, will therefore be highly injurious to the lower classes excluded from the use of the railroad, and detrimental to the revenue by a positive loss?—A positive loss in this particular case; but I do not think the loss will be so general as Captain Lawes's evidence leads one to suppose; he may give up his third class, but I do not think it would be generally given up.

4781. Would it not have the same effect on all railroads similarly circumstanced?—I do not know; I cannot answer that question; it might be worth the while of other railroads to keep up their third class, though it might not be worth the while of the Manchester and Leeds. I should observe there was a large reduction of duty on stage-coach passengers last year by an Act of the Legislature.

4782. To what extent was that?—I think nearly one-third; the inequality

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between the duty on railroads and on stage-coaches was so great that the Chancellor of the Exchequer reduced the duty.

4783. Mr. Smith states that it is now fully 10 per cent., that is, after the reduction?—Yes.

4784. Therefore subsequent to that reduction the lowest outside fare on a stage-coach is taxed to the extent of 10 per cent.?—I believe that that is the fact.

4785. *Chairman.*] When you state that you think the revenue would lose by the adoption of a graduated scale of taxation, looking at this return you have produced, an account of mileage duty paid in the two years ending the 5th of January 1839 and the 5th of January 1840, it appears that the London and Birmingham Railway paid 20,350 *l.* for the last year?—Yes.

4786. The Grand Junction paid 14,287 *l.*?—Yes.

4787. The Great Western, 5,440 *l.*?—Yes.

4788. The Southampton and London, 5,449 *l.*?—Yes.

4789. Seeing that upon all those railroads which pay the largest amount, the per-centage of the tax would be raised, while it would be diminished only on those railroads which contribute in a very small degree to the revenue, why do you think the revenue would lose by the change?—I think that the railroads, where the reduction will take place, are the large northern lines in the manufacturing districts, which are only just now coming into operation, so that I apprehend that the loss will not be upon those which appear upon this paper; that the loss upon those lines now coming into operation will be at least as large in amount as it is likely to be on the great southern lines.

4790. By a loss, you mean rather that you will not gain that which you expect?—Yes, but then we should on the other hand be positively losers on stage coaches; we require an increasing return on railways to compensate the loss we sustain on stage-coaches.

4791. It appears, taking together the stage-coach duty and the railroad duty, the revenue has gained from 1835 to 1840?—It has gained for the last year, but it has lost since 1837. In 1837 it was 514,000 *l.*; it is now nearly equal to what it was in 1836.

4792. In order fairly to consider the effect of railways upon the revenue, it would be necessary to take in the post-horse duty as well as the stage-coach duty?—I think it would.

[*The following Papers were delivered in.*]

AN ACCOUNT showing the Net Produce of the Duty arising from Stage Carriages and Railroad Carriages, during the last Six Years, ended the 5th January last.

Years.	Stage Carriage Duty.			Railroad Duty.			Total.		
	£.	s.	d.	£.	s.	d.	£.	s.	d.
1835	480,753	11	11	6,852	7	8	487,605	19	7
1836	489,656	16	7¾	8,693	13	7	498,350	10	2¾
1837	503,742	14	8¼	10,296	18	9	514,039	13	5¼
1838	482,194	9	9¾	16,892	9	9½	499,086	19	7¼
1839	454,567	19	5¼	39,570	16	–	494,138	15	5¾
1840	424,476	3	6½	72,716	19	8	497,193	3	2½

Comptroller's Department, Stage Carriage Duties, 23 May 1840. (signed) *J. Greenstreet*, C.S.C.D.

Contributions Indirectes.

Note sur L'assiette du Droit qui est perçu en France sur les Transport des Voyageurs.

Droit perçu sur les Voitures Publiques de Terre circulant sur les Routes autres que les Chemins de Fer.—Le droit pour le transport des voyageurs se compose du dixième du prix des places que peuvent contenir les voitures, sous déduction d'un tiers pour places vides. Le Trésor perçoit aussi le dixième du prix de transport des marchandises.

Ces droits sont accrûs d'un décime par franc; ainsi en résultat on perçoit 11 p.o/o du prix de transport calculé tant sur les 2/3 du nombre de places que peuvent contenir les voitures que sur le prix total du transport des marchandises.

Les

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Les voitures partant d'occasion et à volonté; c'est-à-dire, les fiacres et autres voitures de place paient par trimestre une somme fixé d'après un tarif qui varie en raison du nombre de places que contiennent ces voitures.

Bateaux à Vapeur.—Les entrepreneurs paient à l'état les dixième du prix des places, calculé sur le nombre effectif des voyageurs. Il n'est rien dû pour le transport des marchandises.

Les bateaux à vapeur acquittent en outre le droit de navigation auquel sont généralement assujetis tous les bateaux qui naviguent sur les rivières et les canaux. La quotite de ces droits varie sur les lignes de navigation artificielle; mais sur les rivières le droit est de 3½ cents. par distance d'un myriametre et par tonneau de mer.—D'après une disposition réglémentaire 10 voyageurs sont comptés pour un tonneau de mer (1,000 kilog.)

Voitures des Chemins de Fer.—Le taxe est fixée comme pour les routes ordinaires au dixième; mais elle est calculée seulement sur le tiers du prix total des places. Les deux autres tiers de la somme payée par les voyageurs sont considérés comme representant le peage; c'est-à-dire, le loyer et l'entretien des chemins de fer, et sont en consequence affranchis de l'impôt. Un droit est dû egalement sur le transport des marchandises si elles sont transportées dans les mêmes voitures que les voyageur, et il est evalué comme pour ces dernières; mais cette perception ne s'effectue que rarement, attendu que jusqu'à présent les marchandises sont les plus habituellement transportées dans des voitures ou waggons speciaux en bien qu'elles sont expédiées par tout autre voie que celle des chemins de fer.

Il n'a pas été question d'établir sur les chemins de fer un droit fixé par place, et cela n'a pas été réclamé par les entrepreneurs, qui sont largement indemnisés par la defalcation d'a peu près les 2/3 de la somme qu'ils perçoivent, sans qu'elle soit atteinte par l'impôt.

D'ailleurs, le droit sur les diligences est depuis longtems calculé sur le prix des places et, par analogie, il a dû en être de même sur les chemins de fer, sauf à distinguer la partie du péage que l'on a trouve juste d'affranchir de l'impôt.

Paris, ce 16 Avril 1840.

William Fullarton Lindsay Carnegie, Esq. called in; and Examined.

W. F. L. Carnegie, Esq.

4793. *Chairman.*] YOU are the Chairman of the Forfar and Arbroath Railway Company?—I am.

4794. Has that Railway Company petitioned Parliament on the subject of the tax?—It has.

4795. How long has that railway been opened?—It was opened on the 4th of January 1839; it was partially opened with horses a few weeks before that; but it was opened for locomotive power on the 4th of January.

4796. Are horses at present used on the line?—No.

4797. What is the length of the line?—Fifteen miles and a quarter.

4798. Mr. *Loch.*] The two termini are Forfar and Arbroath?—They are.

4799. Forfar an inland town, and Arbroath a seaport town?—Yes.

4800. *Chairman.*] How many classes of passengers do you convey?—Three.

4801. Do you convey a large portion of goods?—A very considerable portion; the returns from goods are rather more than from passengers, but the returns from goods have by no means reached their maximum, because the intermediate stations are scarcely yet in a state to do business.

4802. What are the sort of goods you chiefly convey?—Coals and lime chiefly up, and miscellaneous articles; the principal articles down are stone and agricultural produce, potatoes, and so on.

4803. What are the fares you charge for the different classes of passengers for the 15 miles?—For the third class, on the 15¼ miles, 1 *s.*; for the second class, 1 *s.* 6 *d.*; for the first class, 2 *s.*

4804. Mr. *Loch.*] Have you made any dividend yet?—No, we have not held a meeting at which dividends could be made yet; that cannot be held till June.

4805. Have you paid any portion of the Government tax?—We have not; we paid 10 *l.* of composition last year, but we have received notice to pay the full tax from the 4th of January.

4806. How will that bear on the question of dividends?—If the tax of one-eighth of 1 *d.* per mile had been to be paid last year instead of the 10 *l.* which was actually taken, as nearly as I can calculate, it would take nearly the whole of the sum applicable to the dividends of the profit from passengers.

4807. What effect will the imposition of the tax have upon your railway in the carriage of the lower classes of passengers?—I think it would stop our railroad altogether; I do not know how we could go on with it.

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4808. You could not afford to carry the third-class passengers at your present rate if the tax is exacted?—Certainly not; we should be obliged to raise the fare to 1*d.* a mile, and I think that would diminish the number of passengers more than half, looking to the quality of the passengers we have.

4809. In your opinion, if the present tax is taken in full, it will put an end to your railway?—I think it would go far to discontinue the passenger traffic of our railway.

4810. Who are your first-class passengers, the gentlemen of the country and mercantile gentlemen going backwards and forwards?—Yes, there are 4,000 of those to 81,000 of the other classes.

4811. Of what are the second-class composed?—The second-class are composed of those who are compelled to go for purposes of business in winter and bad weather.

4812. What sort of persons travel in the third class?—Labourers, artizans, fish-women, and the lower class of society, the poorest.

4813. They come from the interior of the country to the sea-coast on purposes connected with their business?—Yes, and for health; the highlanders come down to bathe in the summer; they would come down in greater numbers if the tax did not prevent our letting them go back for nothing; but we do not consider ourselves authorized to evade the tax.

4814. In point of fact the conveyance of that class of passengers is of great consequence, both to the comfort and the health of the neighbourhood?—Greatly so.

4815. Of course you must put a higher price if the tax should be imposed according to the law as it now stands?—We must.

4816. Have you made up your mind, in the event of the law remaining as it is, and the Government insisting on the payment of the tax, as to raising the fares?—Not a determined resolution; but it is understood that we must raise our fares to 1*5d.*; and we know by experience of other railways in our neighbourhood what the consequence will be. We shall lose a very large proportion of our passengers at the lower fare, and we have not another class sufficient to support the establishment.

4817. As a passenger railway it will be put an end to?—I think so, or nearly so.

4818. You have heard what has been stated in the Committee as to a graduated scale of duty; have you formed any opinion upon that subject?—I cannot in my own mind see any good reason against a per-centage upon the gross receipts. Nothing I have heard stated against the per-centage which the Arbroath and Forfar originally petitioned to be adopted, appears to me to have weight.

4819. Does not it occur to you that there would be a hardship upon those railways which have cost more than those which have been executed at a small comparative expense?—I cannot see that as comparing our railway with the most expensive.

4820. Do not you think that would lead to this result, that there would be immediately a desire expressed that it should be upon the net and not upon the gross income?—That would be fairer still if it were possible to execute it, but I think that would be impossible.

4821. Do you think there is any objection to the per-centage on the amount of fare charged on the several classes of passengers?—None, unless there were a difficulty in the mode of collection; I see no objection to the principle.

4822. What difficulty occurs to you as likely to arise in the collection?—I am not well enough acquainted with the scheme of the plan to be able to express an opinion upon it.

4823. If there should be no difficulty in the collection, so that both the revenue and the company might be secured, you think it would be a fair principle to adopt?—I do.

4824. You have been asked what effect the payment of the Government tax would have upon your dividends; you said that you thought it would absorb the whole sum applicable to the dividend, which was to be three per cent. on 64,000*l.*?—Yes, nearly the whole of that derived from passengers; our dividend of three per cent. amounts to 1,920*l.* The total receipt for last year was, in round numbers,

numbers, 8,500 *l.*; that is, for goods, 5,000 *l.*; passengers, 3,500 *l.*: the portion of the dividend, therefore, derived from passengers is about 576 *l.*; the tax for the same period, amounted to 453 *l.* nearly, it would then have absorbed 80 per cent. of the whole.

4825. Have you any suggestions to make to the Committee as to the mode in which the Government tax should be collected?—I think that a tax upon the different classes, if accurately calculated, would amount to the same thing as the per-centage tax; suppose the average were taken of all the highest classes, and keep them where they are, at one-eighth of a penny per mile; supposing the highest average rate of fares was found to be 2*d.* per mile, I would have the tax what it is now; then I would diminish it as it descended, till it came down to 1 ½ *d.*; but I have not the means of making the calculation. I find that returns are before the Committee on which it might be made.

4826. You are not aware how any suggestion which you have made would affect the income of the Government?—No, I am not; I understand we must calculate so as to take nothing from the higher railways; we wish to diminish the lower ones, but yet it is understood that the revenue must not be diminished.

4827. Mr. *Thornely.*] Have you calculated what per-centage the duty would come to upon your gross receipts for passengers last year?—Yes, about 12 per cent.; it is about 15 per cent. on the third class, consisting of 81,000.

4828. Have you calculated what rate per cent. the tax comes to upon your first and second class of passengers?—Yes; upon the first it is 7 ⅜ per cent.; on the second, 9 ⅜; upon the third class, 14 ½ to 15 per cent; the average is about 12 per cent.

4829. Mr. *Loch.*] Supposing a graduated scale were to be adopted, what security could you give the Government that they should not be defrauded of any portion of the tax?—I think that they are perfectly safe now, and that they would be safe under the examination of the proper officer under the new system.

4830. Might not you bring down your charge on passengers, and save yourselves by making an additional charge upon the carriage of goods?—That is out of the question altogether.

4831. Why do you think it is so much out of the question?—I think the thing is out of the question; we are regulated in what we charge on goods by the competition of the turnpike-road, which runs alongside of the railway. We have been always running as high as we can; if we were to raise the rate we should be instantly brought into collision with the carriers on the road.

4832. You are charging for goods as much as you can do, considering the competition you have to contend with?—Quite.

4833. It would be impossible for you to transfer a portion of the fares now received upon passengers, to the charge on goods?—Quite so.

4834. *Chairman.*] Are any goods conveyed upon the turnpike-road which runs parallel with your railroad?—They have been running a considerable quantity of coals up the country along the whole length of it.

4835. Do you know what they charge on the turnpike road as compared with your charge on the railway?—The table of railway rates was framed on the principles of reducing the charge to one-half of that of the turnpike road, but the expense of carriage to and from the warehouse at either terminus was not allowed for. The consequence was, that the carters, who formerly had the whole of the traffic, came down so far in their charges, that they actually have competed with us for the whole of the last twelvemonth to a very considerable extent, and compelled us to lower the downwards goods. Our goods upwards are principally coal; down, principally stone; as it is an incline downwards to the sea, we have lowered the rate for down goods. If the carter brought down the flag-stones, he then was compelled to take up coals, or anything else he could get back, at whatever rate he could get it; we lowered the charge for the flag-stones till he could no longer get a profit; the slightest thing would restore the competition.

4836. Eventually you expect to drive away the competition by means of lower rates?—Yes.

4837. When you have got rid of the carriers on the road, might not you raise your charges again without the fear of competition?—I think they would very soon come on again; I think we should find so great an increase of traffic before that happens, that we should have no inducement to raise; I should be afraid to

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raise, because it would endanger our traffic; the more we lower the greater traffic we shall get in stone; our traffic up the country is in coal; our trade down will reach more extended districts.

4838. Mr. *Loch.*] Does it occur to you that the Railroad Company might hit on any other expedient, not improper in itself, to lower the rate of duty on passengers, in case of the graduated scale being adopted?—If you carry that scale up so high as 10 per cent. I agree with Mr. Wickham that it would lead perhaps to throwing the higher into the middle class; some expedient might possibly be taken to evade so very large a tax as that.

4839. By what sort of expedient could that, in your opinion, be done?—I think by shifting the prices, and perhaps the qualities of the carriage.

4840. Do you think that would produce as large an income to the Company, though a smaller income to the Government?—I think any alteration that would compel some of the railways to lower their fares would be for their good.

4841. By some expedient or other you think they might shift their fares from the higher scale into the middle scale, thereby paying the Government a less percentage; so that in point of benefit, Government would be deriving a less income from the same number of passengers?—I think if the tax were so great as 10 per cent., something of that kind might be attempted.

4842. Do you not think that the Company would suffer so much from the transfer, that they would not attempt it?—I think that is very possible.

4843. Then would a Company be likely to take that course?—The Company would not follow a course contrary to their own interest; that would depend upon a matter of calculation.

4844. You think if there were a tax of 10 per cent. on the higher fares of passengers, there might be an inducement upon the part of the Company to alter the rates, so as to change the fare from the first to the second class?—I think so.

4845. That of course would depend upon what was the amount paid by the first and by the second class of passengers?—Yes; and comparing the charges for the first and for the second class of passengers, I think there has been a great misapprehension in regard to comparing the tax on stage-coaches with that upon railroads. When the Arbroath and Forfar Company made their petition last year, the Committee, in their Report, stated that it was of less consequence putting off the subject for another year, inasmuch as those railroads were so greatly favoured as compared with the stage-coaches. I think they cannot be properly compared. I think the stage-coach represents only maintenance, haulage, and what we call waggon dues; the railway, on the contrary, has to bear all that which is not paid by the stage-coach, the purchase of land, the immense cost of sewerage, and all the Parliamentary expenses, which fall so heavily upon it, and therefore ought to pay the lowest tax. The stage-coach finds the old highway ready made on most of the turnpike roads of the country; the debt is paid off; in fact there is nothing but the maintenance of the way to provide for, and that by a moderate toll. The stage-coach, according to the ordinary charge of 3*d.* per mile, is taxed a farthing per mile per passenger, amounting to a penny in the shilling; on the Arbroath and Forfar Railway the tax amounts to within a small fraction of 2*d.* in the shilling; instead of being favoured there is a greater charge by much upon the railroad. Then again, it may be said that the stage-coach pays for the licence whether full or not. I admit that, but it would be a bad concern if it were not at least half full on the average; but then the stage-coach proprietor, independently of the charge already calculated, throws upon the public the whole cost of his guard and coachman, which I believe equals the total amount of the tax. A farthing a mile is the least that the general class of commercial travellers pay to the coachman and guard, taken together, so that I hope the Committee will take the matter into consideration, so as to relieve the railways of the north, and not put it off to another year, on the understanding that we are better rated, when we find that we are worse rated than the stage-coach proprietors.

Vide Appendix.

[*The Witness delivered in an Account.*]

George Duncan, Esq., called in; and Examined.

G. Duncan, Esq

4846. *Chairman.*] YOU are a Director of the Dundee and Arbroath Railway?—I am.

4847. What is the length of that railway?—Sixteen miles and three quarters.

4848. How

4848. How long has it been opened?—It was opened in October 1838, partially.

4849. It is now opened the whole way?—Yes, almost all the way; we have not finished our depôt at Dundee, but it is opened throughout the line.

4850. Did you pay a composition at any time upon your railway?—We did.

4851. What amount of composition did you pay?—I think the last composition was 50*l.* a year.

4852. What have you paid in duty?—Up to the period of October 1839 we paid composition; since October we have regularly paid the duty, amounting in all, for the seven months ending in April, to 412*l.* 11*s.* 6*d.*

4853. How many classes of passengers do you carry?—Three.

4854. Will you state what are the fares for the 16 miles on each class?—For the first class, we charge 2*s.* 6*d.* throughout the distance; for the second class, 2*s.*; and for the third class, 1*s.* 6*d.*

4855. What is the per-centage of duty on each class of passengers?—The per-centage on the first class of passengers averages from 6 ¼ to 7 ½ per cent.; on the second class, 8 ⅓ up to 10 per cent.; and on the third class, from 12 ½ up to 14 ½ per cent; this difference arising from the little distance many of the passengers are carried; we have five stations on our line.

4856. What is the average of the whole?—During the seven months the gross revenue was 4,038*l.* 14*s.* 2*d.*; the duty paid during that period was 412*l.* 11*s.* 6*d.*, or equal to 10*l.* 4*s.* 3¾*d.* per cent. upon the gross revenue.

4857. *Chairman.*] When you fixed those rates for passengers, did you fix them with reference to the charges previously made by the coaches?—We considered the rates to be as low as they possibly could be carried, so as to remunerate the Company; not in proportion to any charge by the coaches, but as cheap as we considered would be a remunerating price to the railway.

4858. Do you know what the charges were by the coaches?—On the outside, by the mail to Arbroath, was 5*s.*, and inside, I think, 8*s.*; I think the fares by the stage-coaches were 6*s.* and 4*s.*

4859. Was there any van or vehicle or conveyance for the lower class of passengers on the road?—No, nothing.

4860. What is the number of the third class you have conveyed?—The number of the third class conveyed, during the last seven months, amounts to 61,876.

4861. What sort of persons did that class consist of principally?—The majority of the lower class of our population are weavers and mechanics, and that is the description of persons who travel by that class.

4862. Before your railway existed, how did those persons travel from one place to another?—They had no means but going by the carriers' carts or walking.

4863. Were there carriers' carts for the purpose of their conveyance?—No, none for that purpose; but some of them gave the carrier so much for a ride in his cart; but we had no cheap conveyance.

4864. Did they go from place to place, as they do now?—Not at all to the extent they do now; the majority of the 61,000 are individuals who go short distances. We have a watering place called the Ferry, where they go to bathe, at a distance of three miles and three-quarters from Dundee, and we carry those passengers at 3*d.* each; it is an immense benefit to such a population as that of Dundee.

4865. Mr. *Loch.*] What is the per-centage of the tax on that short distance?—It is 14¾ on some of those, for we pay the eighth of 1*d.* for the four miles, whereas we have only 3*d.* for carrying them four miles.

4866. In fixing your rates did you take into your calculation the Government tax?—I must acknowledge that we did not. I was one of the individuals deputed to draw up the scale, and I did not.

4867. Since the railroad has come into full operation, have you felt that the Government tax has borne hardly on your third-class fares?—It is far beyond anything we had any idea of.

4868. Have the directors in consequence had it under their consideration, what is to be done if the tax in its present shape is persevered in?—We must advance the fares; no doubt that would remunerate us; but we have had an instance of the effect of raising the fares of a neighbouring railway, the Newtyle and Dundee Railway; thinking they were too low, they put 3*d.* on their 1*s.* fare for passen-

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gers; the consequence was, a diminution immediately took place to a very considerable extent. After attempting this some time they saw the impolicy of it, and again lowered their fares. Then after a considerable number of months they found that the customers to the railway came back again; but in the meantime there was a decided loss to the revenue by the raising of the rates, and knowing the effect of this we have been very tenacious about making any alteration, because while it has the tendency of preventing poor people from travelling, it has the still worse tendency of shutting out the poorer classes from travelling at all.

4869. Suppose a graduated scale of duty adopted, would it be in your contemplation to lower the fares on the third-class passengers, or to leave them as they are?—There could be scarcely anything cheaper than those at the present moment, but if the present duty is continued on that class we must adopt some other mode; we would very unwillingly raise the fares at all, for we think it an immense accommodation to the public, and that it works well.

4870. You feel that you cannot go on with your present fares?—We cannot.

4871. Has it ever occurred to you what method you could pursue, but that of raising your fares?—I would humbly suggest that a graduated scale is the fairest; what the maximum should be is a different question.

4872. You have heard what has been said upon this subject; do you think there would be any great chance of the Government losing, in consequence of any attempt on the part of railway directors to transfer from one class of passengers to another?—Not the smallest; when our guards start a train, they are each put into possession of a way-bill; those guards of course see that the tickets are perfectly in accordance with the way-bill, and with the different classes.

4873. Would it be for the interest of the directors then to take steps, so to arrange their affairs that they might avoid the payment of the higher per-centage?—No; I do not see that it would.

4874. It would not be possible for you to take anything from the upper class passengers, and add to the expense of the carriage of goods?—Not at all; we are anxious to carry goods at as low terms as it can possibly be done, so as to compete with the carriers; unless we carry at a cheap rate we shall lose our custom.

4875. You are kept down by the present charges of the carriers?—Yes.

4876. What do the carriers charge?—I think the carriers charge 10*s.* a ton, and we carry for 5*s.*; but as yet our carriage of goods is small; our terminus at Dundee not being completed.

4877. At present you are not able to compete with them?—No.

4878. *Chairman.*] When did you get your Act for making your railway?—In 1836.

4879. You knew at that time what the tax on railway carriage was to be, did you not?—I must confess my want of knowledge; I did not know it.

4880. Mr. *Loch.*] When you said that you did not consider the amount of the Government tax when you fixed those rates, was it that the matter was not before you, or that you disregarded it?—I was in ignorance of such a tax being in existence.

4881. If you had been aware of the tax, probably you would not have fixed the rates at their present amount?—We should have been anxious to meet the matter, but we had no reason to expect our traffic would increase as it has done in the ratio as compared with passengers; the experience of seven months shows that the lower classes are those to whom we must look as the principal travellers upon our railway.

4882. Coupled with that, your opinion is, that you cannot continue to carry at the present rates, paying the present tax to Government?—We cannot.

4883. What must be your resort?—We must convert it into two classes of passengers, and have no third class at all.

4884. Would that diminish the number very much?—Yes, and diminish our revenue; but it will diminish our expenses also.

4885. Will that be attended with great inconvenience to the population of the district?—Very great; as the per-centage of 10*l.* 4*s.* 3*d.* would necessarily increase as the third-class passengers increase, and compel the directors to put an end to our traffic altogether in third-class passengers.

4886. You are unwilling to resort to any rise in your fares if you can prevent it?—We are very desirous to avoid it if we possibly can do so; if a graduated scale should not be adopted, we are quite willing to fix a per-centage of four or five per

per cent., or whatever is necessary, on our passenger traffic; but in my opinion a graduated scale is the fairest, certainly. *G. Duncan*, Esq. 27 May 1840.

4887. Mr. *Thornely.*] If a graduated scale should be found to be objectionable, you feel no objection to a per-centage on the gross amount of your receipts for passengers?—Just so.

4888. Mr. *Greene.*] You limit it to the gross receipts for passengers, not on traffic?—The gross receipt for passengers.

[*A Paper was delivered in.*] *Vide* Appendix.

George Kinloch, Esq. called in; and Examined.

4889. *Chairman.*] YOU are Chairman of the Directors of the Dundee and Newtyle Railway Company?—I am. *G. Kinloch*, Esq.

4890. How long has that railway been opened?—It is one of the very earliest; it was opened soon after the Liverpool and Manchester; it was in existence before the tax was contemplated.

4891. Is it worked by locomotive power or by a fixed engine?—It is by locomotive power, but unfortunately we have fixed engines also. We have 500 feet of summit level to cross in 10¼ miles, which is the length of our line; there are branches, but they are separate.

4892. Mr. *Loch.*] What is the rate of the ascent above the town of Dundee?—The incline is 760 yards; it rises 223 feet, at the rate of 1 in 10.

4893. Your railway was an exceedingly expensive one to make?—I have been chairman and director for nearly the last seven years; it is a very bad concern; it has never paid a farthing; we are paying the full duty out of our capital. Having devoted a great deal of time and attention to the concern, I have made calculations from which I am quite satisfied that for every 50 feet perpendicular the expense is equal to one mile of level road; that we could work 20 miles of road, with such gradients as locomotive power could overcome, as cheaply as we work those 10¼ miles.

4894. *Chairman.*] What are the fares you charge for passengers?—We have three rates of fare; the highest 1 *s.* 6 *d.*, the second 1 *s.* 3 *d.*, the third 1 *s.*

4895. What number have you conveyed of each class within the last two years?—We have made a return very recently. I have not it here; but the number of the highest class is so very small that we could dispense with it altogether but for the sake of making a separation of the classes.

4896. Mr. *Loch.*] What per-centage does the tax bear upon your first-class passengers?—Upon the first-class passengers it is 7-31 parts; for the second class, 8-58 parts; for the third, 10-77 parts.

4897. Do you know the average of the three?—It is not quite 9 per cent., but nearly.

4898. Does the tax, as at present paid, operate against you in carrying third-class passengers?—I may state, that it bears directly against us; we have felt it very hard; for some time we were allowed to compound; but since October we have been paying the full duty; so much did we feel the tax, even previously, in 1836, we raised the lowest class from 1 *s.* to 1 *s.* 3 *d.* I have here a statement, showing that in the course of two months the passengers fell off about 25 per cent.

4899. How long did you continue that higher rate?—On the 1st of August we had an extra first class at 1 *s.* 8 *d.*, a first class at 1 *s.* 6 *d.*, as before, and a second class at 1 *s.* 3 *d.*; and those three continued from the 1st of August to the 1st of October, having no lower fare; but the numbers were so much reduced, about 25 per cent., that on the 1st of October we put on a shilling class again. Those rates continued for nine months. The numbers of passengers conveyed, during the nine months preceding the rise of fare, was 40,378; in the nine months during the high fares, 29,387. In the first period the gross receipts were 1,720 *l.* 17 *s.* 3 *d.*; the diminished number gave 1,569 *l.* – *s.* 4 *d.* In the nine succeeding months the number of passengers conveyed again rose to 46,972, and the receipt to 2,116 *l.* 11 *s.* 7 *d.*

4900. Mr. *Loch.*] At one period of your railway did not this happen, that you raised your fares, and diminished the number of your passengers, and yet increased your income?—I think that was the case for a short period, but then it fell off again.

4901. *Chairman.*] When you reduced the number of your passengers to 29,000

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by increasing your fares, did you give up any of your trains in the course of the day, or send a smaller number of carriages with each train?—We were compelled to send about the same number, having to take up at short distances, and we sent the same number of trains, five trains a day.

4902. You lost 200 *l.* without any additional economy, further than the wear and tear of the carriages?—We lost 151 *l.* 16 *s.* 11 *d.*; the falling-off in passengers was nearly 11,000.

4903. Mr. *Loch.*] You state that you are at the present moment paying the Government tax out of your capital?—We are.

4904. What diminution would you require on your third class of passengers to enable you to carry with advantage?—Last year the affairs of the Company were considered so desperate, the creditors proposed to take the concern, and we offered no opposition to their doing so; but when the gentlemen in the neighbourhood came to look into it, they felt it so desirable to keep up the road, which is a great benefit to the district, that they advanced 40,000 *l.* and took nominal stock for it; our revenue on goods has always exceeded that on passengers.

4905. What goods do you carry?—We carry coals and lime inland, and manure, many thousand tons of manure; the standing trade to Dundee is agricultural produce, principally large quantities of potatoes for the London market, and corn.

4906. Have you a branch that goes to Glammis?—That is a separate Company; a continuation of our line, and also a continuation to Cupar Angus.

4907. Do you find much advantage from those lines?—Not so much as we expected; they have not realized our anticipations hitherto.

4908. Feeling the inconvenience of the present mode of paying the Government tax, have you considered what should be the remedy to meet that case?—I have; we have petitioned to get it brought under the consideration of Parliament. The plan I proposed, and which I think would be a very fair one, is that on all fares charged under 1 *d.* there should be 1-30th, equal to 3 ⅓; on all fares of 1 *d.*, 1-25th, equal to 4 per cent. I have drawn up this, I may say, with a view to reducing the revenue as little as possible; on fares not exceeding 1 ½ *d.* a 20th, which is exactly 5 per cent., and on all above 1 ½ *d.* we are perfectly willing to pay as we are doing, but the Scotch railways cannot pay more.

4909. Your opinion is, that you cannot continue to carry your lowest class of passengers at the present fares?—We must either carry them at the present rate, or not at all; we could not raise them.

4910. Would not that be rather a complicated system of accounts, forming so many divisions as you have now suggested?—I think not, for in many railways there would be only two of those appear.

4911. You anticipate no risk of Government not receiving its full share of the tax?—I do not; indeed, I was quite surprised at the idea that attempts should ever be made. I believe the tax has been fairly paid in our district, and the returns most faithfully made.

4912. Have the Government officers ever referred to your books, or have they taken the oath of your secretary?—I do not think that they have looked at our books; the manager signs the returns, and they are gone over very carefully by the directors.

4913. What does the manager know of the returns?—He is constantly travelling upon the line, and he knows what is going on. There is another check we enforce upon every train; there is a way-bill made out, and the number of each class entered, which are all preserved, and the accountant checks those also.

4914. Mr. *Thornely.*] Have you thought how far it would answer you purpose to pay an *ad valorem* duty on your receipts?—I have; the only objection I see to that is, that I think it would operate unfavourably to the poorer classes. I think that would be better for the company, but not for the people, for it would not hold out an inducement to the reduction of fares which a per-centage on the fares charged would do.

Lunæ, 1° *die Junii*, 1840.

MEMBERS PRESENT.

Mr. Easthope.	Mr. Loch.
Mr. Freshfield.	Lord Seymour.
Sir John Guest.	Mr. Thornely.

LORD SEYMOUR IN THE CHAIR.

Mr. *Richard Smith*, called in; and Examined.

4915. *Chairman.*] WHAT department are you in, in the Stamps and Taxes?—Assessor of the Stage Coach Duties.

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4916. Have you considered the scheme proposed by Captain Lawes, of a graduated scale, instead of the present fixed scale of tax on railway travelling?—In compliance with the request of the Committee, I have taken the papers, numbers 10 and 12, and have made out from them a comparative view of the produce of the tax of one-eighth of a penny per mile on passengers conveyed on railroads, and a tax of 10 per cent., 5 per cent., and 2½ per cent. upon the fares of first, second, and third class passengers respectively, as suggested by Captain Lawes, calculated upon the accounts rendered to this Committee.

4917. On what railways have you made the calculation?—The returns themselves are so very imperfect, I was not able to make the calculation except on a certain number of them; those are contained in this account. The Bolton and Leigh; the London and Birmingham; the Manchester and Bolton; the Grand Junction; the Liverpool and Manchester, and the North Union. On each of these it appears that the proposed rate of taxation will produce a very large increase. The present amount of duty bears a proportion, taking those six railways, of one-twentieth to the amount of fares; the proposed duty bears a proportion of one-thirteenth to the fares, so that upon these railways the total amount of the present duty, calculated upon these returns, is 35,573 *l.* 13 *s.* 7 *d.*, the proposed amount of duty 58,934 *l.* 8 *s.* 8 *d.*, making a difference of 23,360 *l.* 15 *s.* 1 *d.*; that would appear to me, as a revenue officer, such an additional amount of taxation as we should not by any means be able to impose upon those railways. Upon the Dundee and Newtyle, the Manchester and Leeds, the Monkland and Kirkintilloch, the Newcastle and Carlisle, the Wishaw and Coltness, it appears that the result is very different. The amount received for fares by these is 46,944 *l.* 7 *s.* 4 *d.*; the present duty is 3,708 *l.* 13 *s.* 1 *d.*, bearing a proportion of one-thirteenth to the fares; the proposed duty would be 2,245 *l.* 19 *s.* 8 *d.*, bearing a proportion of one-twenty-first part to the fares, the decrease being 1,462 *l.* 13 *s.* 5 *d.*; such appears to be the result of the calculation I was asked to make. (*The Paper was handed in.*) The consideration of this subject of course called my attention to a matter I had not considered before at all. Never having seen what the amount of fares collected by different railways was, I had never compared the amount of duty payable at present with those fares: thinking that this might be curious, I extracted that also, and am enabled to make the comparison in a much larger number of cases in that respect. I find that the rates vary very considerably from the one-twenty-first part, to one-sixth; the one-sixth is on the Monkland and Kirkintilloch; the total amount of fares I have thus brought together is 850,121 *l.* 6 *s.* 11 *d.*; the amount of the present duty assessed upon that sum is 45,412 *l.* 15 *s.* 11 *d.*, being about one-nineteenth part of the present fares, so that I should consider that if the Government took 5 per cent. on all the fares, they would get very nearly the present duty.

Vide Appendix.

4918. Mr. *Thornely.*] That would relieve all the poor ones?—Yes; taking those which have been referred to, the Dundee and Newtyle, and the Forfar and Arbroath, they pay 15 per cent.

4919. Is it the result of your investigation, that an equal tax of five per cent. on the gross receipts from passengers would raise about the same amount for the revenue, but would also relieve the poorer railways of the inequality of tax of

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which they complain?—I think it would; the result is, that there are 850,000*l.* against 45,000*l.*, which gives about one-nineteenth; at five per cent. the Government would lose a small portion. (*The Paper was read.*)

Vide Appendix.

4920. The railways that are now to be opened are more expensive lines?—Yes; the effect of a tax of five per cent. will depend entirely upon the rates of fares. In endeavouring to consider the question, after having heard the discussion here on the former day, I put down a few remarks; the observations I made were these: The present railroad duties are levied at per head per mile. For illustration of their effect, suppose a line of 120 miles, and three classes of carriages: the first class fare would be at 3*d.* per mile, 30*s.*; the second class at 2*d.*, 20*s.*; the third class at 1*d.*, 10*s.*; the duty on each passenger of each class would be 15*d.* The objection to this mode of charging the duty is its inequality as compared with the fares. The reason for its introduction was, that the duties upon stage carriages were levied in this manner. Captain Lawes's proposition is that fixing upon certain proportions of the maximum fare allowed, as the highest rates which it is desirable should be charged on each class of carriages; when those rates were not exceeded, 10 per cent. should be charged upon the fare of the first class carriages, 5 per cent. on the fare of the second, and 2½ per cent. on the fare of the third. In the case above supposed, the first class being 30*s.*, the duty, at 10 per cent., would be 3*s.*; the second class fare being 20*s.*, the duty, at 5 per cent., would be 1*s.*; the third class fare being 10*s.*, the duty, at 2½ per cent., would be 3*d.*; being 1200 per cent. less than the first class fare, a disproportion which can hardly be allowed; or if exceeding the proportion of the maximum fare the amount of duty would be 3*s.*, 2*s.* and 6*d.* This proposition involves two principles; first, that it is desirable on the part of Government to make the duty dependent upon the amount of the fare; secondly, that in so making it dependent it is desirable to give extra and peculiar advantages to the lowest class carriages. If the first of these principles be conceded, it does not follow that the second should. If both principles be conceded, it does not follow that the per centage proposed should be adopted. Suppose the first principle conceded, and the first class fare, say 30*s.*, the duty, at five per cent., would be 1*s.* 6*d.*, an increase of 3*d.* on the present rate; the second class would be 1*s.*, and the third class, supposing there were such an one, would be 6*d.*; the disproportion is not so extravagant then as it was in the former case. Suppose the second principle conceded, the result desired might be attained by making the duty bear the proportion of one-tenth to the fare, when the fares exceed the proposed proportions of the maximum fare; the effect would be, first class fare 30*s.*, duty one tenth, 3*s.*; second class fare 20*s.*, duty, 2*s.*; third class fare 10*s.*, duty, 1*s.* The effect of a rise of fare would be an increase of duty, and no doubt the railway companies would be in some measure deterred from raising their fares unnecessarily by the fear that it might deter a number of extra travellers. There was one other matter into which the Committee were inquiring the other day, viz. the proportion of the fares and earnings of coaches to the amount of duty; I have not been able to ascertain that precisely, but I have asked Mr. Sherman, a large coach proprietor; he says, that he thinks the duty bears the pro portion of 20 per cent. to the fares he receives from passengers, but that the coaches are kept on the lines in his case, in some measure by the quantity of parcel traffic. In the case of the coaches of Mr. Horne, he has very little doubt that the proportion of the duty to the fares would be 15 per cent.: I have asked Mr. Horne for some accounts, and he has sent me a memorandum, which states, that upon one coach the total earnings were 4,450*l.* 16*s.* 9*d.*, and the duty was 388*l.* 15*s.* 1*d.*; that includes parcels as well as fares. That shows, I think, that Mr. Sherman's guess was pretty near the fact. The earnings of another coach were 5,561*l.* 7*s.* 9*d.*, the duty 440*l.* 8*s.* On another coach the earnings were 5,806*l.* 5*s.* 7*d.*, and the duty 456*l.* 11*s.* 8*d.*

4921. Mr. *Thornely.*] The tax on the gross receipts of coaches comes heavy, but the railway companies provide their railroads at an enormous expense?—So do the coaches; they provide for all that they wear, and they are taxed much more heavily than any other carriage; so that though they do not purchase the fee-simple of the road, they have, since they have been in existence, purchased it many times over; the tolls upon some roads are as much as 20*s.* per mile per month upon a coach.

4922. You are aware there is a very heavy sum of money in advance on turnpike-roads, to the amount of some millions?—There is no doubt of that; I beg to deliver in the following papers which I have prepared. (*The Papers were handed in*).

Vide Appendix.

John Rutter Chorley, Esq. called in; and further Examined.

4923. *Chairman.*] YOU are the Treasurer of the Grand Junction Railway Company?—I am.

4924. You reside at Liverpool?—Yes.

4925. Is there anything you wish to state in addition to the evidence which was given here the last time you attended?—Yes.

4926. What further have you to state?—It is principally for the purpose of showing to the Committee, that the system which has been adopted on the Grand Junction Line of the Company, themselves being carriers, as well as carriers being admitted, has practically had the effect of making the rates for the carriage of goods on that line lower than they are on other lines on which the carriers are the sole parties working. As an evidence of this, I may be permitted to state the difference which exists in the rates for the carriage of goods upon the Grand Junction Line, as compared with the rates upon the London and Birmingham Railway, on which, as the Committee are aware, carriers solely are employed, the Company not being themselves carriers.

4927. Do you mean to state the cost of conveyance between Liverpool and Birmingham as compared with the cost between Birmingham and London?—Yes, I will take the average rate as the basis of the comparison. The average rate on the Grand Junction Line for the general description of merchandize may be stated at about 25*s.* per ton for that distance, 97 miles. Now the rate of carriage on the London and Birmingham Line for the same species of goods is at least 45*s.*, and that is independent of the charge for delivery from Camden-town to London, which upon the average may be stated at at least 10*s.* per ton more. The comparative mileage is as 98 miles and 112.

4928. Does the 25*s.* per ton, which you state to be the average of the Grand Junction charge, include the cost of collecting and of the delivery of the goods?—It includes the delivery at Birmingham to the customer; the cartage at Liverpool is performed by the sender in both cases, as well by the carrier as by the Company.

4929. You stated respecting the 25*s.* per ton on the Grand Junction, that that includes the delivery in Birmingham; does the 45*s.* per ton, supposing the goods to be sent from London, include their delivery in Birmingham?—I am not aware whether that would include the delivery at Birmingham, but if the goods were sent from Birmingham to London the 45*s.* does not include the delivery in London.

4930. You are not aware whether the 45*s.* does include the delivery in Birmingham?—I believe in that case there would be a charge for bringing the goods from the warehouse in London to the station at Camden-town, which would be an extra charge to the 45*s.* per ton.

4931. In the case of the Grand Junction, would the 25*s.* per ton, supposing the goods carried from Birmingham to Liverpool, include the delivery in Liverpool?—It does not, for it is customary for the receivers of goods in Liverpool to send for them in their own carts; but at Manchester they are delivered at the same rate free of charge by the company, so that taking the rates between Birmingham and Manchester, where it is the custom of the trade that the goods shall be delivered, the expense of delivery is included.

4932. Mr. *Easthope.*] In the case of the 25*s.* per ton charged, is the delivery in Birmingham included?—It is, and the collection at Birmingham of goods sent from thence.

4933. In the case of the 45*s.* per ton charged by the carriers on the Birmingham Railway, is the delivery in London included?—It is not.

4934. What is the cost of that delivery?—It is difficult to state that accurately, for the carriers in some instances charge enormously; in other instances, where the customer is one they do not like to offend, they make special agreements, and charge less; but I believe I am correct in stating that the average charge for delivery in London is at least equal to 10*s.* per ton. But the comparison perhaps will be most clearly laid before the Committee, by stating the charge throughout on the carriage of goods from Liverpool to London: the total charge at present from Liverpool to London, which is part on the Grand Junction Line by the company and carriers, and part on the London and Birmingham by the carriers, is from 80*s.* to 120*s.* per ton, including delivery. Now, of those taking the lowest rate, 80*s.* per ton, the carriers pay to the Grand Junction Company on an average 22*s.*; that is the average they have paid for three months; they have paid upon the average to the

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London and Birmingham Company, for conveyance between Birmingham and London, as has been ascertained from actual figures, 28 *s.* per ton. Their porterage and delivery in London cannot exceed 15 *s.*; and I state this rate of expense with confidence, because the Grand Junction Company have, within the last month, made an arrangement with some parties to undertake the agency and delivery of their goods in London, who are to deliver them free of charge to the receiver in London at 10*s.* per ton. I therefore consider that the rate of 15 *s.* per ton will amply cover the carriers' charges on the porterage and delivery of them in London.

4395. *Chairman.*] The fares or passengers, comparing the Grand Junction with the London and Birmingham, are very different, are they not?—They are much lower on the Grand Junction.

4936. It appears then that there is some other cause for their being able to carry at a lower rate, besides the competition between the company and the carriers?—In reply to that I may observe, that the London and Birmingham Company receive from the carriers only 28 *s.* upon those goods, which is the actual average sum per ton which the carriers have paid to the London and Birmingham Company, so that the difference in the charge to the receiver of the goods does not arise so much from the greater charge the London and Birmingham Company receive upon their line, but it is the carriers' profit, as I am able to show. All the Grand Junction's charge to the carriers is on an average 22*s.*; the London and Birmingham Company's charge, 28 *s.*; the cost for porterage and delivery, 15 *s.*, making a total of 65 *s.* Deduct that from the total charge at present, which is at least 80 *s.* including delivery, and there is a profit of 15 *s.*, which is made by the carrier upon those goods, and which is so far a tax upon the public, because the Grand Junction Company receive only 22*s.*, and the London and Birmingham Company only 28 *s.*

4937. How do you know what the London and Birmingham Company receive from the carriers?—We have had access to their accounts, and have ascertained what they have actually paid in a certain period, five or six months, on an average per ton; besides it is very easy to know, for they have a certain charge for supplying locomotive power and waggons, and for toll, and all the rest of the charge is the profit which the carrier makes. There is, therefore, at least 15 *s.* per ton on the London and Birmingham line charged extra for the carrying of those goods, which does not go into the pocket of the Railway Company, but of the carrier.

4938. Mr. *Thornely.*] Your allowance to the carrier for profit is 20 per cent.?—That is the allowance made by the company, but it is not all profit.

4939. How much per cent. do you make out that the carrier on the London and Birmingham obtains?—He makes a profit of 15 *s.* per ton at least upon his charge of 45 *s.*; it is upwards of 30 per cent.

4940. *Chairman.*] You bring this evidence forward to show the advantage there is in the Company being carriers, in preference to allowing the carriers to carry on the line?—The object of giving this evidence to the Committee is to show that the competition of the company as a carrying body has a tendency to reduce the rate of charge to the public on the line; and I would further state, that the carrier's charge between Birmingham and Liverpool is moderate, and as low as the company's charge; the company being carriers on that line and charging a low rate, the carrier could not get goods unless he carried on the same terms as the company; but on the line between London and Birmingham the carriers can arrange amongst themselves to charge what they please, there being no competitor to check or reduce their rate.

4941. Having shown the Committee the advantage there is in the company acting in competition with the carriers, you are aware that Mr. Moss, the chairman of the Grand Junction Company, has stated before this Committee, that that competition is to cease, because the carriers are no longer to be permitted to carry on the Grand Junction line?—The company's rates have not been fixed with reference to competition with the carriers, but with reference to competition with the canals; and supposing the carriers were to cease to carry on the Grand Junction line, that which was not carried on the Grand Junction line would be conveyed on the canals.

4942. Is there not canal communication between Birmingham and London?—There is, but it is longer and more expensive than between Liverpool and Birmingham.

4943. As between Birmingham and London the canal has not come into that competition with the railway which the canal has between Liverpool and Birmingham?—Doubtless not to the same extent; but it is not without importance to remark,

mark, that the London and Birmingham Company have received only about 28*s.* per ton on those goods, whereas upon all those goods the public have paid at least 15*s.* per ton too much, so that this excess of charge is really in the nature of a tax upon the public, which has not benefited the company, but the carriers solely, in consequence of there being no competing body to reduce their charges.

4944. Mr. *Easthope.*] Do you mean to state that if the company are not carriers, the consequence will be that the public will pay more for the conveyance of their goods?—I do so distinctly.

4945. Do you state that the chief reason of that is, that the carrier must have a separate profit beyond that profit which is satisfactory to the company?—I have no doubt that it is so to some extent.

4946. Are there any other causes than that of the separate profits rendered necessary by their being separate parties, and if so, what are those causes?—I believe that, independently of that cause, as long as a certain number of carriers are the sole parties for the conveyance of merchandize, they will together agree upon certain rates which all will charge pretty uniformly, and which will leave them a handsome profit, and a profit greater than any company would be perfectly well satisfied with, and as long as there is no controlling body to compete with them they will continue to do so; that has been the case on the London and Birmingham Railway.

4947. Is it the case that the company having an interest to sustain the largest quantity of traffic, are led by that policy to look at the minimum price rather than the maximum?—Decidedly so.

4948. Is it the case that the carrier, not having the same interest, is looking to the maximum charge he is to make instead of the minimum?—It is most especially the case, for the carrier has also a large traffic on the canal; he has an extensive establishment, boats, houses and wharfs which he is forced to employ, and which he cannot dispose of but at a loss; accordingly, he so arranges his business as to send by the railway those goods only which are in haste, and which will bear a high rate of profit; the other goods, which require a lower rate of charge, are despatched by canal, so that there is a high rate of charge put upon the goods sent by the railway.

4949. Do you believe that if the Grand Junction Company were to determine not to be carriers themselves, but that the goods should all go into the hands of the carriers, the consequence would be that the public would pay much dearer for the conveyance of their goods?—I do not think that would be the case now, because the rate by railway from Birmingham to Liverpool and Manchester has been so fixed by the company beginning to carry, that I do not think the public would consent to pay a higher rate for the carriage; but I am satisfied that if the company had not commenced carrying on their line, and fixed a low rate of charge, and the carriers had been the sole parties working on that line, the rate never would have been so low as it now is.

4950. Do you think that if the London and Birmingham Company were to determine to become carriers themselves, and to act in unison with the Grand Junction Company, the rate of carriage would be reduced to the public?—At least 15*s.* a ton, and that without depriving the London and Birmingham Company of a farthing which they now receive for the carriage of goods; probably with a larger receipt to them on the goods, certainly with an extension of the business done.

4951. In that opinion do many others in experience and knowledge concur with you?—Most certainly they do; and the best evidence I can give of the accuracy of this statement is, the fact which has been already laid before the Committee, that the Grand Junction have made an arrangement with Messrs. Chaplin and Horne for the management by those parties of the agency in London of goods from Liverpool and Manchester, and for the purpose of effecting as nearly as possible what might have been done if the London and Birmingham Company themselves were carriers; and I will state to the Committee the rates of charge which, including delivery in London, it has been proposed to fix, and which will come into operation on the 8th of the present month.

4952. *Chairman.*] Are the Committee to understand, that on the 8th of this month the Grand Junction Company will undertake the sole carriage of goods on their line, to the exclusion of other carriers?—Certainly not; hitherto the sending of goods from Liverpool to London has been entirely at the mercy of the carriers on the London and Birmingham line; in consequence of the London and Birmingham Company not being themselves carriers, it has been the desire of the directors

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of the Grand Junction Company to relieve the public from the extra charges they have paid; the saving would amount to a reduction of at least 15*s.* a ton on goods carried throughout, and in some instances to the extent of 30*s.* per ton: the charges fixed by the company, which are intended to include deliveries in London and all extra charges, may be stated in round numbers at 62 *s.* per ton, 65 *s.*, 70 *s.*, and 80 *s.*, according to the different descriptions of goods.

4953. *Chairman.*] Those goods are to be conveyed from Birmingham to London by Messrs. Chaplin & Horne?—They will be conveyed from Liverpool to Birmingham by the Grand Junction Company. Upon the London line they will be conveyed by the London and Birmingham Company, in the same manner as they convey other carriers' goods, and on their arrival in London, the agency and porterage, and delivery in London, are undertaken for the Grand Junction Company by Messrs. Chaplin & Horne.

4954. Under whose orders are the goods while they are conveyed from Birmingham to London?—They are conveyed by the Grand Junction Company, as carriers, in the same manner as Pickford & Company, and Bache & Company, or others carry.

4955. The Grand Junction Company will come into competition with the other carriers on the London and Birmingham line?—Yes, and there cannot be a stronger proof of the benefit than the reduction of the rates which I have stated; and this might have been done long since if the London and Birmingham Company had adopted this plan themselves.

4956. Without the London and Birmingham Company becoming themselves carriers, the public will get the advantage of this reduction?—They will, only under circumstances less favourable for the traffic, for they would have possessed more efficient means to superintend it.

4957. In what way is it less favourable for the traffic?—Because the Grand Junction Company have no establishment themselves upon the line, and therefore necessarily are less able to see after the goods than the London and Birmingham Company would be; there will be more difficulty in transacting the business because the superintendence is necessarily more remote from the place where the business is to be conducted.

4958. Undertaking the business on the London and Birmingham railway, they would of course attend there, and have warehouses necessary for the business?—Certainly, but the superintendence of them will of course be conducted with greater difficulty where the heads of the establishment are at a considerable distance from the line than it would be where the establishments are under the immediate eye of the chief managers of the company themselves. The Grand Junction Company being under the necessity of employing agents for the business in London, are also forced to pay the agents' profit, which the London Company could of course dispense with; their agents of course expect a reasonable profit on the porterage and cartage, in addition to the actual expenses; the London Company might dispense with that, and thereby the rate might be made still lower.

4959. What do you mean by a profit in addition to the porterage and cartage?—Do you mean that there would not be equally the expense of porterage and cartage if the London and Birmingham Company undertook the carriage of the goods?—Certainly; but the agent expects to have his profit besides those expenses; the agent has to pay the expenses which the London and Birmingham would have to pay themselves, and what he gets over these will be a profit for his remuneration, whereas the London and Birmingham Company would expect only their expenses.

4960. Do you mean that the agent is to receive a profit from the owner of the goods, or to be paid by the company for transacting the business?—He is to be paid 10*s.* a ton for delivering the goods in London; that is supposed to include the actual expense, with a reasonable profit to the agent for transacting the business.

4961. Mr. *Easthope.*] Do you mean to be understood as stating that if the London and Birmingham Company did this business instead of your employing Messrs. Chaplin & Horne, their establishment would enable them to dispense with the profit for their supervision and care, which is paid to Chaplin & Horne for their supervision?—Certainly; carrying the goods at certain charges, the company would content themselves with the profit of carrying the goods on the line at certain rates which they would consider to remunerate them; the expense of cartage and porterage, whatever it might be, would be all included in the rates; they would not wish to make a profit upon it, which the agent employed by the company will reasonably expect to do.

4962. Sir *John Guest.*] Do your company carry goods to places short of London on that line?—No; the arrangement made by the company is solely for the despatch of goods to and from London at a lower rate to the consignee of the goods, either at Manchester or Liverpool, or in London, as the case may be.

4963. All goods for places short of London on that line you do not interfere with?—No; whatever charge has been made, I presume will continue on those parts of the line between Birmingham and London.

4964. You will carry goods on your line cheaper than they do from Birmingham to London?—We do.

4965. *Chairman.*] Do you believe that if a person wished to send goods from Liverpool to Northampton, he would have the same facilities for doing that by means of the Grand Junction Company, which he would have in sending them from Liverpool to London?—I presume we should send them to any places on the London line provided there were stations there; at present there are no stations, except at the two termini; but if there were goods stations on the line, the Grand Junction would undertake the forwarding goods to those stations.

4966. When those stations are completed, you will give the public all the benefit of those stations which they may derive through the carriers?—I think it probable we shall do so.

4967. At a cheaper rate?—I presume so; those rates have not at present been taken into consideration, because there are no intermediate stations, but the same desire which has led us to make the present arrangement will be equally active in respect of the business to intermediate stations.

4968. You expect to derive a profit from carrying on this business over the London and Birmingham line?—We do not, as far as respects that line.

4969. Then for what reason do you undertake a business from which you derive no profit?—Because the business is profitable on the Grand Junction line, and we consider that the very reduction of rates we shall effect by this means, will increase the quantity of goods received on the line, and consequently the profits of the Grand Junction Company will be the greater on their own line.

4970. Mr. *Easthope.*] You are trying to effect, in conjunction with Messrs. Chaplin & Horne, that reduction for the public which you consider would have been more legitimately produced by a conjunction with the London and Birmingham Company themselves?—Exactly so.

4971. *Chairman.*] Are you to be understood that the Grand Junction Company are not going to prohibit the carriers from carrying over their line?—I have received no instructions from the Board to that effect, nor do I believe anything of that kind has been ordered by them.

4972. Are you not aware that it was stated by Mr. Moss that it was their intention to do so?—I am not.

4973. Sir *J. Guest.*] If your Board should be of opinion that by lowering the fares and taking it into their hands, driving the carriers off the line, they can increase the traffic upon their line, that plan will be very probably adopted?—I do not see very well how we could drive the carriers off the line, for we consider ourselves bound to take goods for every person who brings goods to be conveyed.

4974. If you were to take it into your own hands, reducing the charge to the public, that would effect it, would it not?—We might give notice to the carriers that the special agreements under which they now carry goods on the Grand Junction line would cease at a certain period; but they would always have access to the line on the same terms as other persons.

4975. You would look more to the increase of the tolls on that line by carrying low for the public than by the profits you could make as carriers on the line?—The rate of charge by the company of course includes tolls and the carriers' profit, and the profit to the company is looked for from the general increase of business, in which, of course, toll forms a large item.

4976. Mr. *Easthope.*] Would it in your opinion be an expedient or inexpedient course to exclude the carriers from your line by a positive prohibition?—I do not see how we could entirely exclude the carriers from the line by positive prohibition; supposing the company to be carriers, they are bound to take all goods that are offered to them. I think it might be prudent to put an end to such special agreements as exist on the Grand Junction line between the carriers and company, for they have not been found to work well; they have not been found to bring the goods which were expected, but I do not see how they can be excluded.

4977. *Chairman.*] You at present give the carriers an advantage over all other

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carriers on the line?—We give them an allowance of 20 per cent., which includes the cost and risk, and is in part a bonus.

4978. May you or not put an end to that bonus?—I think the special agreement may be put an end to.

4979. That will be putting an end to the carriers' business will it not?—Not exactly so, for we have been compelled, in consequence of Messrs. Robins not being able to pay the tonnage owing by them, to put an end to the special agreement with them; but it has not driven them off the line; they still bring goods, which we carry on the same terms as for any other customer.

4980. Sir *John Guest.*] Has any person the power of putting a locomotive on your line?—I believe he has on certain conditions.

4981. Suppose a carrier were to wish to work locomotives on your line, would he be enabled to do so?—I believe the Act of Parliament would enable him to do so under certain conditions, imposed for the safety of the transit on the road.

4982. Suppose a person could find water and stations, and so on, upon the line, would there be anything to prevent his starting a locomotive engine on the line?—I believe there is nothing in the Act of Parliament which would prevent his working a carriage on the line.

4983. *Chairman.*] Subject to the bye-laws the company might make?—Yes, subject to such regulations as the Directors may make.

4984. Mr. *Easthope.*] Have you any bye-laws?—We have not.

4985. Is it your opinion that that allowance you have made the carriers, of 20 per cent., or whatever it has been, would be more properly applicable to the public?—I think that whatever part of the allowance of 20 per cent. has been in the nature of a bonus would certainly be better given to the public than given to the carrier.

4986. What do you mean by a bonus?—The 20 per cent. is not all of the nature of profit or bonus to the carrier, but is given to the carrier in consideration of his undertaking the cartage and porterage on the goods, and providing the sheets and the carriers' establishments. Of the 20 per cent. of course a part consists of expenses the carrier has to bear, and from which he relieves the Railway Company. The remainder is in the nature of a bonus, and that it is better the public should have than the carrier.

4987. What portion of that 20 per cent. do you attribute to carriers' risk and those matters you have stated, and what proportion do you consider to be bonus or profit?—I am inclined to think, considering the very low rates on the Grand Junction line, the amount of the bonus, after deducting the expense, is now very small, so small as to be almost nominal. At the time when the agreement was first made with the carriers, the Grand Junction rates were higher, the rates having been progressively reduced as the means of carriage became greater; the bonus was then considered to amount to about 2*s.* 6*d.* per ton, but since the rates have been reduced I am inclined to think that the bonus is next to nothing. The carriers are kept alive by the large profits they have made on the line between Birmingham and London.

4988. You consider that the risks and charges the carrier is subject to, and which the public are not subject to, pretty nearly amount to 20 per cent.?—I think very nearly.

4989. *Chairman.*] You have made an agreement with Messrs. Chaplin & Horne for the delivery of the goods in London when transmitted by the Grand Junction Company from Liverpool?—Yes.

4990. Is it also an agreement for Messrs. Chaplin & Horne to collect goods in London to be transmitted to Liverpool?—That is part of the agreement.

4991. Supposing loss or damage accrues to the goods, are Messrs. Chaplin & Horne to be considered liable, or does the liability fall upon the Grand Junction Company?—The liability falls upon the Grand Junction Company of course, Messrs. Chaplin & Horne being only agents for the Grand Junction Company.

4992. Suppose I want to send goods from hence to Liverpool, I send them to Messrs. Chaplin & Horne; I do not want to have to inquire where they are lost, but I want to know against whom I am to bring my action for the loss?—Against Messrs. Chaplin & Horne.

4993. For what term have you made this agreement with Messrs. Chaplin & Horne?—At present there is no specific number of months or years mentioned, but it is not to be given up by either party without a certain notice, I think six months.

4994. The effect will be, that the public will at once get their goods carried at 15*s.* per ton less than they do at present?—At least; with this advantage also, that the charges will be uniform to all persons; the public will be relieved from the

the fluctuating and uncertain charges made by the carriers, depending upon whether a person is, according to the phrase of the carriers, in or out of trade; and on other varying circumstances they will charge him in many instances very nearly twice as much as if he were in trade. I will lay before the Committee an instance of that which has come to my knowledge. Here is an answer to an inquiry made from Messrs. Pickford & Company, as to the rates between London and Birmingham for wines and spirits; they say, "our rates for the conveyance of wines and spirits are 45*s.* per ton to tradesmen, and 80*s.* to private persons not in trade." I have another instance, which occurred within the last week, of the same kind. Here is the charge from London to Liverpool for one case of wine to a gentleman not in trade; the weight of the wine was 3 cwt. 13 lbs.; the charge was 18*s.* 9*d.*, or very nearly 6*l.* per ton, in consequence of his not being in trade. I can also mention another case, which occurred to the correspondent of a wine merchant, in Manchester, who was ordered to send by a friend of his, residing near Birmingham, some wine, the charge of which was complained of by the receiver as extravagant; the gentleman wrote to the wine merchant in Manchester, complaining of the charge; he made some representation to the carriers, who told him that they were not aware, at the time of making the charge, that he was a wine merchant and in trade, and that consequently they would reduce it; a reduction was made, I believe nearly of one half: in fact, it is not necessary to mention other instances, the practice is universal among the carriers. That is one of the things from which the public will be protected by the arrangement we are now making, for one of the features of that arrangement is, that the charge shall be uniform without distinction.

4995. Will Messrs. Chaplin & Horne undertake the conveyance of any goods brought to them for Liverpool?—I apprehend they will undertake the conveyance of any goods brought to them for conveyance.

4996. Excluding small parcels?—No, not excluding small parcels.

4997. By law the London and Birmingham Company have the right exclusively of carrying such small parcels, have they not?—I understand they have the power of making whatever charge they please on any goods. I do not understand they have any prohibitory right; certainly they do not exercise any such.

4998. Have not the Grand Junction Company themselves carried such as are technically called coach parcels?—They have endeavoured to do so, or where they were carried by other parties they have endeavoured to obtain their proper charge for such carriage, but there has been no prohibition; any carrier plying on the Grand Junction line may bring packages of any size he chooses, provided they are properly declared and charged according to the rates; what the Grand Junction have complained of is their being brought fraudulently and not entered and paid for as such.

4999. Have they not in their agreement with the carriers prohibited their carrying certain parcels?—There is an understanding that they are not to interfere with the coach trade.

5000. Will there be the same understanding between Messrs. Chaplin & Horne and the London and Birmingham Company which there is with the carriers at present?—I have not understood that there is a positive understanding with the London and Birmingham Company on the subject; the arrangements have been made subject to any orders or directions which the London and Birmingham may choose to enforce upon us, as on other carriers. With respect to the London and Birmingham Company, as to the carriage of goods on their line, the Grand Junction Company are on the same footing as any other carrier plying on that line.

5001. Mr. *Easthope.*] In your view, with the experience you have had, can you perceive any difficulty in managing the transit of goods by any railway company that does not apply to the management and care of the transit of parcels?—I cannot.

5002. Can you understand by any practical rule the reason why the London and Birmingham Company determine to be the carriers of parcels while they determine not to be the carriers of goods?—I can see none; and further than that, I may say that the management of the parcel business appears, if anything, to be more difficult than the management of the goods business, because parcels are smaller, and therefore more liable to loss; the business is conducted with greater haste, and consequently there is less time for making the accounts regular and correct; whereas the goods business being not a business of such hurry as the parcels business, there is, if possible, less difficulty and less risk of error in transacting it.

5003. Have you ever heard the reasons which the London and Birmingham Company themselves assign for being the carriers of parcels, and refusing to be the carriers of goods?—I have not particularly; but I have understood that their alleged

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reason for declining to be the carriers of goods is, that the business is one of great difficulty, requiring great experience.

5004. It is your opinion, upon your experience, that the carriage of goods, as compared with that of parcels, is one of less difficulty, and subject to no intricacy which would prevent its execution?—Certainly not; we were told before we began the business as carriers that it was a very difficult business, and one requiring very great experience, and one the company could not undertake; but they have found no such difficulty. I had the satisfaction of sending to the Chairman of this Committee a memorial, signed by a great number of very respectable persons in business in Birmingham, stating that the business had been conducted very much to the satisfaction of all persons employing us; I therefore conceive we have been successful in conducting it, and it has not been particularly difficult to transact.

5005. Was there ever a memorial left at Liverpool, or anywhere, against the Grand Junction Company, complaining, and particularly against the company, as being carriers?—There was such a memorial left for signature in a public place in Liverpool; the purport of it was to address this Committee, or the House of Commons, against the continuance of the carriage by the company, and I understood it remained upwards of 10 days in Liverpool and did not receive a signature.

5006. There was such a memorial from Birmingham that was signed, was there not?—There was a memorial, which has been laid before this Committee, signed by persons of great respectability in business, to the effect that the subscribers had been in the habit of employing the Grand Junction Company as carriers of goods, and were satisfied with the mode in which the business was conducted, and that they considered it for the advantage of the public that the Grand Junction Company should continue to transact the business.

5007. *Chairman.*] Was there no memorial from Birmingham which had a directly opposite tendency?—I have not seen any such; I believe it may be stated that no party, who has been in the habit of employing the railway company as carriers, has come forward before the House of Commons to complain.

5008. Mr. *Easthope.*] In the management of the Grand Junction Company did you ever refuse the carriers permission to superintend the loading of the goods that were entrusted to their care?—Certainly not.

5009. Did they ever apply to you on the subject?—There was never any application, so far as I am aware, made to the company by the carriers on the subject.

5010. Have you heard that it was stated that they had applied and had been refused?—I have been given to understand so, and I was very much surprised to hear such a statement.

5011. Of your own knowledge that was not the fact?—I am quite certain no such application has been made to the directors or the chief officers of the company on the subject.

5012. If there had been such an application it must have come before you?—Certainly; for I am the channel through which such an application would be made.

5013. Was it ever proposed to the carriers that they should send guards of their own selection for the protection of their own goods?—Yes; and in every instance in which the carriers have applied for it, it has been permitted by the Grand Junction Company.

5014. Without charge?—Yes, without any charge whatever.

5015. *Chairman.*] Have you in any case had to pay a tax for that person so taken?—Certainly not; he was not taken as a passenger, but as one of the people in charge of the train.

5016. Supposing you have twelve different waggons for goods, conveyed by twelve different carriers, and therefore you have twelve conductors with them, do you mean that those persons were not returned as liable to the duty?—Certainly not; the order of the Commissioners is, to make a return of passengers conveyed for hire on the railway.

5017. Have you ever conveyed other persons, besides conductors, for nothing on your railway, and therefore not paid the tax for them?—There are certain persons not charged for travelling on the line, the directors and chief officers of the company, and persons on duty in the service of the company.

5018. Did you ever make an agreement to convey two or three persons for nothing, and one for a higher rate of charge?—I am not aware of any such case.

5019. Mr. *Easthope.*] Would it be your opinion, that you could issue a number of first class tickets, and then convey, in respect to that number, a larger number of passengers by the second class carriages, so as to avoid the tax to the Government?—I am sure it has never been done by the Grand Junction Company.

5020. Do

5020. Do you think it could legally be done?—I do not think it could; I think it would be an evasion of the duty levied by the Government, which would be fraudulent and not justifiable: this is the first suggestion of the kind which has ever occurred to me.

5021. Has it been the case that the carriers have been considered to require continual care and watching in consequence of any attempts to decrease the payment by wrong declaration of goods on the line?—There has been considerable difficulty in making them adhere to the system of declaration which they are bound to adopt by their agreement, and continual watching has been required in consequence.

5022. Can you state any instance in which they have violated their agreement fraudulently?—I will not undertake to say whether it was fraudulent or not, but I have found frequently instances of wrong declarations occurring. I will mention one instance, which may give some idea; it is one of many, and it may serve to show the description of error against which we have to guard. Here is a case: On the 25th of March, Messrs. Pickford & Company declared from Birmingham 48 cwt. of clover seed, which is liable, as stated by the list of rates, to 25 *s.* per ton; they declared it as grain, which it is not, at 20 *s.* per ton; this is an instance of the description of wrong declaration which is frequently occurring, and which it is necessary to guard against. I mention this as one of many.

5023. Your tariff charges grain at 20 *s.* per ton, and clover seed at 25 *s.*?—Yes, and they returned it as grain, at the charge of 20 *s.*, whereas it should have been charged at 25 *s.*

5024. Must they necessarily have known that the tariff charged the one at the one price, and the other at the other?—They had printed lists of our rates in their possession.

5025. What makes you state positively that they could not do otherwise than know it?—Because they had in their possession printed lists of the company's rates, according to which they are bound to charge.

5026. Is clover seed a thing frequently conveyed?—I am not able to state positively, but I believe it is.

5027. What passed upon that occasion?—It was necessary to inform them that they had declared the article wrong, and to require the correction to be made.

5028. What did they say?—Of course the application was assented to.

5029. Was there any excuse made for it?—None whatever; I mention that as the sort of error which it is necessary to prevent by continual watchfulness. I understand that the Grand Junction Company have been accused of vexatious interference with the carriers, whereas I am not aware of their having interfered, except for the necessary protection of themselves in such cases as that I have mentioned amongst others.

5030. *Chairman.*] You have stated that there was a memorial from Birmingham in favour of the Grand Junction Company acting as carriers?—There was.

5031. You are not aware, perhaps, that there have been two petitions presented to Parliament from Birmingham, one with 276 signatures, and one with 150, by the merchants and traders in the town of Birmingham; petitioning Parliament against allowing railway companies to be carriers on their own lines?—I have heard that there was a petition, and I have also heard from Mr. Eborall, if I am not mistaken, certain particulars as to the manner in which the signatures were procured to one of the petitions in question, which, perhaps, he may be able to state to the Committee.

5031*. Mr. *Easthope.*] Do you know of any case in which a carrier concealed the parcels together in a package, and when so concealed declared them as goods?—Yes, that has been frequently done by the carriers. I recollect one case which was even worse than that, where a carrier made use of an apparently returned package, which the company are in the habit of allowing to be carried free of charge when empty, and this might have passed without any charge at all; they filled it with parcels. The case was mentioned, and the thing was of course put a stop to.

5032. Which of the carriers was that?—I have not a memorandum of the name, but the carrier, on the representation of the fact, put a stop to the practice; I instance it only to show the vigilance necessary on the part of the company for their reasonable protection in business of this kind.

5033. Who did it if the carriers were not aware of it?—Some of the carriers' servants.

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5034. Would your experience justify you in concluding that the carrier's servants would do that for the benefit of the master without the master concurring?—I can only say that the carrier stated that it was done by his agents without his sanction, and that it would not be permitted to be done again.

5035. *Chairman.*] You stated that you were not aware that the Grand Junction Company intended to be the sole carriers on their line?—I am not.

5036. Mr. Moss has stated before this Committee, in answer to question 3638, "The constant complaints which I hear in every quarter of the management of the carriers, lead me to the conclusion that it is very desirable that the company should be the sole carriers"?—I have no doubt that it is very desirable; such is now the opinion of the directors of the company; but whether they will be able to effect their views in that respect I cannot say.

5037. In answer to question 3667, Mr. Moss stated, "I am in hopes that the London and Birmingham Company will follow the same course as we do, and become sole carriers"?—At the time that evidence was given, the Grand Junction not being the sole carriers, they could not follow that example by becoming the sole carriers, unless a change took place. Mr. Moss probably alluded to the Manchester line, of which he is deputy chairman, on which the company are the sole carriers.

5038. In answer to question 3672, Mr. Moss stated, "We must become the sole carriers"?—I have no doubt he considered it desirable that we should be the sole carriers, but I am not aware of any order hitherto given with a view to effect it; and I think it would now be difficult except in this way, that if this low rate of charge is adopted on the London line, the carriers will not be able to conduct their business profitably, and will perhaps retire from the line, being no longer able to tax the public as they have hitherto done on the London line.

5039. Mr. *Easthope.*] Do you understand Mr. Moss's expressions, as read by the Chairman, to mean that he believed the companies, consulting the interest of the public, must in consequence become the sole carriers?—I think so.

5040. From your own conversation with him would you suppose that is what he intended to impress upon the Committee?—I have no doubt of it whatever.

5041. Do you know anything of any meeting of the carriers, at which it was suggested to them, that if the Company would cease to be the carriers they could manage to give them a higher charge?—I think I have heard something of that, but I know nothing of it from personal information.

5042. Is there anything more referable to anything you have heard, or to any report you have seen, which you would wish to explain to the Committee?—The first part of my evidence to-day is partly with reference to a paragraph in the Third Report of this Committee, published by order of The House of Commons, which seemed to imply that it was the opinion of this Committee, that the system adopted on the Grand Junction line did not afford any considerable protection to the public against exorbitant charges; the purport of part of the evidence I have this day laid before the Committee was to show, that practically, hitherto, at all events, the system adopted on the Grand Junction line has had the effect of keeping down the charges on the line, and making them less exorbitant than on the London and Birmingham line, where the company are not carriers; and I have further shown, I trust, that by an attempt at the introduction, on the London and Birmingham line, of a similar system with that in force on the Grand Junction line from its commencement, a very considerable reduction of charges will be effected to the public.

5043. *Chairman.*] You have shown that the rates on the Grand Junction line are fixed with reference to the competition with the canals?—Partly.

5044. Therefore the canal is the security to the public that the rates will be low?—It is, certainly.

5045. You have already allowed that the Grand Junction Company insist on the carriers not charging less than the company for the goods?—Not charging less than the rates fixed for the public by the company; in other words, that there should be no fluctuating charge adopted; that the carriers are to charge only the same rates fixed in the agreement, which were the same rates as the company charged. I am very anxious to state to the Committee, as this clause has given rise to a good deal of observation and animadversion, that in introducing that clause into the agreement there was no intention to make it the means of keeping up the charge by that agreement. The fact that since the date of that agreement a very material reduction in the company's rates has been made, will tend to show that the intention was, not to keep up the charge, but to prevent the carriers charging unfairly.

5046. The

5046. The effect of that must have been to keep up the charges?—It certainly could not have been; their charges have been since materially reduced by the company.

5047. That effect must be as long as the company choose to keep up the charges?—The effect would be to prevent the carriers charging one party lower than another, which was the course apprehended and intended to be provided against.

5048. The effect would have been to prevent their charging any one less than a certain sum fixed in the agreement?—Certainly.

5049. And therefore to prevent their reducing their charges without the consent of the company?—It would in any case in which the carrier might wish to make such a reduction of charge, but inasmuch as he would have to pay the company's charge, it was impossible that any general reduction of that kind could be effected by the carrier; the object was to prevent his making special exceptions in his charge, which it is the practice of the carriers to do.

5050. Mr. *Easthope.*] Do you mean to state that the regulation was not made to prevent the reduction of carriage generally, but with a view to prevent an irregular system of charging?—Yes.

5051. *Chairman.*] To prevent the small competition between one carrier and another?—It was to prevent competition of that class certainly, but that was a class considered so extremely injurious and decidedly disadvantageous to the public, that it was thought necessary to protect the public no less than the company against it.

5052. The company constituting themselves the judges of what was desirable for the public?—It was intended to prevent a carrier, by a special reduction of the rate, tempting a portion of the carriage from the company or from another carrier.

5053. Mr. *Easthope.*] The company conceived that would be an unfair competition?—Certainly.

5054. Still you do not deny that unfair competition sometimes benefits the public?—Certainly it may, but not in the long run.

5055. *Chairman.*] You think the bonus now given to the carriers will be discontinued?—I think it very probable.

5056. What has that bonus been?—I think it is now very little above the actual expense incurred.

5057. When you cease giving that bonus, shall you do it by reducing the cost 20 per cent. to your own customers, or by increasing the cost to the carriers?—If 20 per cent. is little more than the amount of the charge the carrier undertakes, and which the company consequently now escape upon such goods, of course there will be no call for any reduction. I have no doubt, if the carriers cease to convey goods upon the line, any reduction gained by the discontinuance of the bonus would of course be allowed by the company to the public.

5058. You are not aware whether they will allow this to the public?—I am not aware what there may be to allow; but I think the bonus, properly so called, is very small.

5059. Mr. *Easthope.*] Supposing by your regulations you succeed in driving the carriers off the road effectually, what is there then to prevent your raising the charge to any extent you please?—Simply, the certainty that if the charge were raised, the goods would go by canal, and the railway company would cease to get them.

5060. Is there any other cause which would operate against your raising your rates?—The inducement to get business by the encouragement of cheap rates; we have found that unless we charge low rates, we do not get the goods, and accordingly being desirous of securing the goods, and the benefit of their carriage upon the railway, we have fixed such rates as will induce the public to send goods by us; and if the extent of business would in our opinion be increased by a further lowering of the rates, and we can afford to lower them, a still further reduction will no doubt be made.

5061. Do you believe that if the company were left entirely unfettered as respects competition, sound policy and a regard to your own interests would induce you to look to the minimum instead of the maximum charge?—I am perfectly sure that such has been the course taken ever since the Grand Junction commenced carrying goods.

5062. In your observation and experience, do you believe that to be the general opinion of the directors of your railway company?—I know it to be, and the best evidence I can afford of that is the fact that the rates charged on this

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line have been undergoing progressive reduction from the commencement; they are now lower in general for most species of goods than the canal charges were at the time the railway was first opened.

5063. *Chairman.*] Has the canal lowered its rates also?—It has.

5064. Mr. *Easthope.*] Do you believe that if the railway companies act against what you consider sound policy, and keep up capriciously a high rate of prices to the public, that will produce a degree of animadversion that would submit them to the inspection of Parliament, and it would thus be checked?—I have no doubt the apprehension of such animadversion would operate as a powerful check on any merely capricious raising of the rates.

5065. Do you not think the greatest possible publicity should be given to the charges made by railway companies?—I think it is most desirable that the charges should be known to the public as generally as possible, but the charges will always be known to the trade; any person interested in knowing the charges by the railway or canal, cannot be in ignorance of them; there can be no doubt, if any one wants to know which is the cheaper of the two.

5066. Do you think that if there were an indisposition to adopt a proper scale of charges, the control of public opinion would be quite sufficient to counteract any disposition capriciously to raise the rates?—I have no doubt it would, as far as regards any capricious alteration of the rates; but I am still of opinion that the best security for moderate rates, is the conviction, which appears to be pretty well established in the management of all railway companies, that with respect to the goods business especially, the prosperity of the business depends upon the encouragement held out by moderate rates of charge.

5067. *Chairman.*] Have the Grand Junction Company reduced their fares for passengers of late?—They have not lately.

5068. Are you aware whether there is an intention on their part to increase or reduce the charges?—The subject of a revision of the fares has been under consideration lately, but I believe there is not, at present, any intention to make an alteration of the fares; it is possible, if the directors of the company find that the various rival undertakings, for which Bills have been sanctioned by Parliament, should materially diminish the travelling on their line, and deprive them of the income which they expected when they got their Bill, it may be necessary to make some addition to their fares, in consequence of such subsequent proceedings, but nothing of the kind is yet determined on.

5069. Mr. *Loch.*] How would the opening of other lines tend to decrease the fares on the Grand Junction?—I presume by abstracting from their line a part of the traffic which was contemplated as a source of profitable income when the line was first sanctioned by Parliament.

5070. In those circumstances the public would gain nothing by the competition?—The public would lose by the competition; if two railways are made for a trade for which one would be sufficient, it would be necessary that higher rates should be charged by each, so that I am afraid the effect will be, in the end, to raise the charges.

5071. Mr. *Thornely.*] How much are your present rates below the maximum charge allowed by the Act of Parliament?—I am not able to state at the moment, but I think about 20 per cent.

5072. Mr. *Loch.*] It has been the subject of discussion, whether the passenger fares should be raised?—It has.

5073. To what amount?—Various rates of increase have been proposed, but nothing has been decided on.

5074. Mr. *Easthope.*] Is it still under consideration with a view to a change?—Not at present.

5075. Mr. *Thornely.*] A merchant from Birmingham, who gave evidence before this Committee on the subject of the carriage of goods, learned for the first time that you made an allowance of 20 per cent. to the carriers; he said his intention was to require from you the deduction of 20 per cent. on the charge you made to him, placing him in the same situation as the carriers; has he made such a claim?—Certainly not; I presume the remark could only have been made from want of sufficient information as to the terms on which the allowance was given. Mr. Van Wart was not aware that it was not solely a bonus given to the carrier for the good-will of the business, if it may be so called, but in consideration of the carriers undertaking certain charges and certain risks, and relieving the company from them; the bonus, I believe, is, in fact, next to nothing now.

Mr. *Samuel Eborall*, called in; and Examined.

5076. *Chairman.*] What is your office?—Chief agent for the Grand Junction Railway at Birmingham.

5077. Is there any evidence you wish to give in addition to that given by Mr. Chorley, on the subject of the carrying of goods on the Grand Junction line?—I think the present competition by the carriers will not have the effect of lowering the rates to the public; the carriers have their establishments upon the canal, they have wharfs, freehold property, and other property to a very great extent; if they were to send all the goods to the railway, that property must be idle, therefore they must obtain a profit out of the rates upon the railway to compensate them for the losses they would have upon the canal.

5078. How do you mean the losses they would have upon the canal, because if they carried their goods upon the railway, they would in the same proportion cease to be carriers upon the canal?—Still they will sustain a loss on their canal property, for that property will be idle, their boats will be idle. Pickford's have, I dare say, from 600 to 1,000 horses, which leads me to believe that they are scarcely fair competitors on the railway; any individual who had nothing to do with the canal coming on the railway, would be a much fairer competitor on the railway than a canal proprietor, and that is shown by the greater quantity of goods we get in comparison to what we used to have.

5079. You mean that the canal carrier cannot afford to carry so cheaply as another carrier?—That is precisely so, he has a loss to make up, and if he has goods he may send them by the canal.

5080. Have you not carriers on the railway who do not carry on the canal?—There are some carriers on the London and Birmingham Railway who do not carry by canal, on ours they all carry by canal.

5081. All the carriers on the Grand Junction Railway carry also on the canal?—Yes.

5082. If a carrier came on the Grand Junction who did not carry by canal, he could afford to carry cheaper than the carriers who did carry on the canal?—Yes; his profits would be greater, for he could give us the whole of his goods, not having a loss on the canal.

5083. If his profits were greater he could afford to carry cheaper?—Yes.

5084. But the agreement with the Grand Junction Company, that one carrier shall not carry at a less cost than another, would prevent his taking advantage of the capability he possessed of carrying cheaper?—It will be necessary to explain that the agreement existing with the carriers, Messrs. Pickford, and so on, are only temporary measures, and with only one, or two, or three carriers, it was not with the carriers generally; with the others no such agreements were made.

5085. It was an agreement with some carriers, not with all?—Yes, and that arose out of the incompetency of the company to make their arrangements with all the carriers; at the time they made those agreements it would have been impossible to extend them to all carriers indiscriminately.

5086. If it was not to prevent those fluctuations of price, how could it be considered a great advantage?—We did prevent them by keeping the rates regular.

5087. If the agreement was not with all the carriers, it could not prevent some of the carriers lowering their price?—If other carriers had not offered us goods, we do not know what they would have done. It, however, produced regular rates on the railway.

5088. Mr. *Easthope.*] Are you aware of a meeting of carriers, at which it was intimated that if the company ceased to be carriers the rate might be raised, and if so, will you state to the Committee all you know about that meeting?—I am not aware of such a meeting; but I may as well remark that I was applied to by Crowley's agent, by Shipton's agent, and by Mr. Sturland himself, and the whole argument they held with me was "you should not be carriers at all; if you will allow us to undertake the carriage you need not lower your rates; you could have higher rates; we should make the public pay."

5089. Will you describe the conversation that took place as nearly as you can?—There was some discussion at the time about our being carriers; it was when the Grand Junction Company first opened the line for goods; the carriers were desirous of having the whole in their own hands, and of course of regulating their own carriage; they deprecated the railway company being carriers at all; it was not a long conversation, but their object was to become the carriers.

Mr. *S. Eborall.*

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5090. You considered that they applied to you in order to assure you that if you would not be carriers you might obtain higher rates by letting them be the sole carriers?—Much higher rates they said.

5091. Did they explain that to you, so as to give you any intelligible view of their plan?—From what I understood from them, their plan was to bring the goods to us, and to charge the public their own rates, with which we should not interfere of course, out of which they would have their profit.

5092. Do you believe that the effect of leaving them to be the carriers without the competition of the company, would have been to raise the rates of carriage?—My opinion is, that if it had been so before, the rates of carriage would have been much higher than they are now.

5093–4. Mr. *Thornely.*] The company would have received the same amount for tonnage they do now; but you are of opinion the public would have paid a higher rate for carriage?—I do not think the railways would have taken so many goods as we have taken in consequence of having been open to the public; the public have dealt direct with us, otherwise they must have come through the carriers, who might, as they have done to a certain extent, have made use of goods intended for the railway, and sent them by their own conveyance by canal. I think that many goods would not have had the benefit of the railway, for the prices would have been kept up.

5095. Mr. *Easthope.*] Do you know anything about petitions having been sent up to this House from Birmingham, to prevent companies from being carriers on the railways?—I am aware that a petition was got up in Birmingham by the carriers, but I cannot say by whom; it was handed round by the trade; Crowley's clerk was one; there were the signatures obtained to it of some parties; I believe some of the gentlemen who have appeared before the Committee had signed those petitions, but it was under a wrong impression.

5096. How do you know that it was under a wrong impression?—Because we had a memorial to pass round to the trade, in consequence of hearing of that petition, and the parties, several of whom I have mentioned, stated that they had signed that petition under a wrong impression.

5097. Under what impression?—Under the impression that it was the intention of the railway companies to become sole carriers themselves, and turn all the carriers off; they stated that that was explained to them as being the intention of the company; I think Mr. Van Wart's name is to the petition, and to our memorial also.

5098–9. Mr. *Thornely.*] You spoke of a communication with the carriers before the opening of the Grand Junction Railway for the carriage of goods. What has been the nature of your communication with the carriers since the opening as to the reducing or raising the rates of carriage?—The parties I have seen have always intimated the same, that we had better have let the carriers have the whole of the carriage on the railway, and done as the London and Birmingham had done, urging at the same time as a reason why it would have been better for us, that the rates would have been much higher. I have no doubt from my experience as a carrier, their intention was to send even a less portion of the goods which they had, those which were valuable and in haste, and to retain all the others which would be in their power on the canal.

5100. Mr. *Easthope.*] If the present carriers were the persons engaged in conveying the goods more constantly, would there be any inconveniencies, such as danger to individuals, or delays arise from the substitution of their management and their interference?—I conceive that there would.

5101. In what way?—It would introduce a number of strangers, strange men on the line, unaccustomed to the quickness and order that are necessary on railways; they are accustomed to manage boat carrying, by which each carrier does not interfere with another; if the boat of one man is in the way of another, he can go past it without any inconvenience; but on a railway it would not be so, all the waggons are on one rail, one cannot go past another, and I fear there would be constant quarrels.

5102. Have you ever perceived inconveniencies and delays to arise from the carriers' men interfering with your own establishment?—We have found inconveniencies from the carriers bringing waggons to us improperly arranged on the line, and not only our own goods, but the carriers' goods have suffered delay in consequence of this misarrangement, and the time and difficulty in re-arranging the waggons after they delivered them to us.

5103. Is there any further statement you wish to make?—I think that when the carriers are, which they ultimately probably will be, worn off the railway, the public will have a great advantage from the regular manner in which the business of all public establishments is done, compared with what it is by any number of individuals. We find a great number of mistakes and irregularities in the business of those carriers. There would be a regular scale of rates, which all persons would be aware of, and all parties would be treated alike, and of course the business could be done cheaper, as that would remove the carrier from between the proprietor and the railway, and of course save his profit, which is very considerable, and thus permit goods to be carried cheaper.

5104. Mr. *Loch.*] You would charge something for the collecting and delivery of the goods?—I think it has been the practice of railway companies generally, to do away with that, because it was a source of irregular charges with carriers, especially in London; it would be their object to make one charge, and that the railway should advertise that charge, and that there should be no further charge; but of course in giving their rates to the public, they would calculate a certain expense which the delivery and carting would cost, which it is usual for carriers to do in all places where they undertake that work.

5105. Mr. *Thornely.*] Has an advertisement ever appeared in the newspapers stating that the company's goods traffic had the advantage of dispatch on the railway?—Yes.

5106-7. Will you explain that?—It was shortly after we made an arrangement with the present carriers, Pickford & Company, Robins & Company, and Bache & Company. I believe these were the only three carriers who had an agreement at that time. This is a copy of it: "Messrs. Pickford and Company shall send, in case of extra weight, notice to the company, in order that an extra supply of waggons may be provided by the company, who however are not in that case to be bound to take more goods than they conveniently can, consistently with the passengers and other goods business." We had established connections in Birmingham and different places with the traders, and they were very well satisfied with the way in which we were doing the business. We found that Pickfords were making applications to those parties to disparage our interests, and get those goods from us; and I thought it necessary at the time to state, that in case of there being, as was contemplated at that time, a want of power to get the goods forward, or an over quantity of goods, those of the company would have the preference, which was specified in their agreement to be so.

5108. As the railway is at present worked, have the parties sending goods by your company any preference as to dispatch over those sending by other carriers?—None at all; there has never been occasion for any preference to be given, either to the company's or the carriers' goods; we have been extremely particular that there should be nothing of the kind; we have always had power sufficient to get forward the goods, and preference has, in no instance that I am aware of, been given; at all events, there has been none in Birmingham.

5109. At present your power is quite sufficient to dispatch the whole of the goods sent in?—Yes; the canals have been stopped the last week, still we have not wanted power to get the goods forward, and we have never delayed any goods at Birmingham. My opinion is, having been a number of years a carrier, that neither the nature of the business, or any other cause, should require that the carriers should be maintained between the public and the railway. I consider that the railway should not only be permitted to deal direct with the public, but that every railway should be compelled to take charge of goods as well as of persons.

5110. *Chairman.*] You think that every railway should be compellable to carry all the goods brought to it?—Yes, that the company should not be compelled to deliver through a third person.

5111. That you should be compellable to deliver all goods?—Yes, it would not be right to say that the railway should be obliged to deliver goods at Liverpool as directed, because many goods come there directed to a certain ship; that ship might be in the middle of the dock, and not ready to receive them; therefore, at all seaport towns, it is necessary that the delivery should be left open, and that a consideration for that should be made in the rate, but that deliveries should be made without interposing parties; if the goods have arrived, the owner may order them to be delivered at his warehouse or wherever he pleases; wherever goods are delivered within a certain distance, the rate which the carrier makes to the public

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should always include it; for instance, at Birmingham the company calculate 5*s.* additional to pay the actual expense; and it is the same on the canal there: they may add 5*s.* for the expense of carting and of delivery, but it is known that at Liverpool there is no delivery to take place, and therefore the charge may be so much less.

5112. Had you experience in the carrying business before you were connected with the Grand Junction Railway?—Yes, I managed Messrs. Pickford's business between four and five years at Birmingham.

APPENDIX.

N. B.—*The Appendix and Index will be delivered speedily.*

APPENDIX.

APPENDIX.

LIST.

No. 1.—RETURNS from Railway Companies to Orders of the Select Committee;—for,

RETURN of the Number of Passengers Carried; Miles Travelled; Money Received; Average Receipt per Mile from each Passenger, for each Month, from April 1839:——RETURN showing the Maximum Fares leviable on each Class of Passengers, under theAuthority of any Act of Parliament empowering the Company to levy the same; stating whether such Fares include the Use of the Company's Carriages and Locomotive Power:——RETURN showing the Fares which have been from time to time levied on each Class of Passengers, and the Effect which any Alteration thereon has had upon the Number of Passengers carried, or the Total Amount of Fares received; and also distinguishing the Charges made for Locomotive Power employed in conveying the same from the Tolls paid in respect thereof:——RETURN showing the Maximum Rate of Tolls leviable upon all Carriages used in conveying Private Carriages, Goods, Horses, or Live Stock, along the said Railway:——RETURN showing the Rate of Tolls which have been from time to time levied on any Carriage used in conveying Passengers, Private Carriages, Goods, Horses, or Live Stock, along the said Railway, whether such Goods, Private Carriages, Horses, and Live Stock were conveyed on account of the Company, or on account of Private Carriers:——RETURN showing the Maximum Rates leviable by the Company, as Carriers, for the Carriage of Goods, Horses, or Live Stock, along the said Railway:——RETURN showing the Rates which have been from time to time charged by the said Company, as Carriers, for the Conveyance of Private Carriages, Goods, Horses, or of Live Stock, by the Company:——RETURN showing the Gross Amount received for each of the Years 1837, 1838, and 1839, under the several heads: 1st. Of Tolls; 2d. For the Conveyance of Passengers; 3d. For the Conveyance of Goods:——RETURN showing the Powers which the Company have of charging Locomotive Power, and in what manner they have charged the same:——RETURN of all Rules made to regulate the Conveyance of Goods, whether the same relate to Goods carried by the Company or by Private Carriers:——RETURN showing the Outgoings of each Railway, distinguishing the Outgoings incurred by such Railway as Owners thereof, and distinguishing those Outgoings which they have incurred as the Carriers of Passengers from those which they have incurred as the Carriers of Goods, and setting forth the several Branches of each of the aforesaid Sources of Expenditure:——RETURN showing the Gross and Net Profits of the Company, for the said Years 1837, 1838, and 1839:——*viz.*

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(2.) Aylesbury - - - - p. 310
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(4.) Birmingham and Derby Junction p. 315
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(6.) Brandling Junction - - - p. 320
(7.) Dundee and Arbroath - - p. 322
(8.) Dundee and Newtyle - - p. 327
(9.) Durham Junction - - - p. 336
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(11.) Eastern Counties - - - p. 337
(12.) Edinburgh and Dalkeith - - p. 339
Leith Branch of Ditto - - p. 344
(13.) Garnkirk and Glasgow - - p. 348
(14.) Glasgow, Paisley, and Greenock p. 348
(15.) Glasgow, Paisley, Kilmarnock, and Ayr - - - - p. 349
(16.) Grand Junction - - - p. 353
(17.) Great North of England - - p. 357
(18.) Great Western - - - p. 358
(19.) Leeds and Selby - - - p. 358
(20.) Leicester and Swannington - p. 364
(21.) Liverpool and Manchester - p. 369
(22.) London and Birmingham - - p. 374
(23.) London and Croydon - - p. 375
(24.) London and Greenwich - - p. 378
(25.) London and South Western - p. 380
(26.) Manchester and Birmingham - p. 384
(27.) Manchester, Bolton, and Bury - p. 385
(28.) Manchester and Leeds - - p. 387
(29.) Midland Counties - - - p. 389
(30.) Monkland and Kirkintilloch - p. 392
(31.) Newcastle-upon-Tyne and Carlisle p. 399
(32.) Newcastle-upon-Tyne and North Shields - - - - p. 409
(33.) Newtyle and Coupar Angus - p. 411
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No. 4.—Return showing the Number of Occasions on which the Passenger or Mail Trains have failed to arrive at the appointed Hour at either of the present Termini of the Grand Junction Railway, from 1 October 1839 to 31 March 1840 - - - - p. 445

No. 5.—Account of the Number of Occasions on which the Passenger or Mail Trains have failed to arrive at the appointed Hour at either of the present Termini of the Liverpool and Manchester Railway, from 1 October 1839 to 31 March 1840; distinguishing the Cases in which the Trains have been late by less than 15 Minutes, by less than 30 Minutes, by less than 60 Minutes, by less than 90 Minutes and upwards - - - p. 446

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No. 8.—Returns from the London and Birmingham Railway Company; viz.

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(3.) Similar Return of the Departure of the Day Mail Train from London, and of its Arrival at Birmingham, for the same periods - - - - - - - p. 448

(4.) Similar Return of the Departure of the Day Mail Train from Birmingham, and of its Arrival at London, for the same periods - - - - - - - p. 448

(5.) Return of 8 ¼ A. M. Grand Junction, and 1 ½ P. M. London Train - - p. 449

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(2.) An Account of the Number of Passengers conveyed for Hire, Monthly, along the Railway called the Manchester and Leeds Railway, and the Gross Amount received for Fares from such Passengers at the respective Stations (the Maximum Rate of Fares allowed by the Company's Act of Incorporation is 3 ½ *d.* per Mile per Passenger; any Distance under six Miles charged as such), from Tuesday 3 March 1840 to Monday 6 April 1840, both days inclusive - - - - - p. 460

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No. 13.—Table, prepared by Captain Lawes, showing the actual Amount of Gain, by the adoption of Captain Lawes' Proposition, in levying the Government Duty on Railway Passengers on the English Railways, instead of the one now in operation, 1840, p. 464

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(2.) Comparison of the Mileage Duty with the Sums received for Fares upon sundry Railroads - - - - - - - - - - - - - - p. 467

(3.) An Account of Stage-Carriage Duties, Railway Mileage, and Compositions collected in the Years 1836, 1837, 1838, and 1839 - - - - - - p. 467

(4.) An Account showing the Amount of Duty paid by each Railway Company in Scotland, during the Year 1839, not under Composition - - - - - p. 468

(5.) An Account of Duty paid in the Years ended 5 January 1839 and 1840 by certain Railway Companies; showing the Periods in each of such Years when such Railroads first commenced carrying Passengers in those cases where the Roads were not opened prior to January 1838 - - - - - - - - - - p. 468

(6.) An Account showing the Amount of Composition payable by each Railway Company in Scotland, during the Year ended 5 January last; the Period for which such Composition has been granted, and the Amount of Duty which would have accrued had no Composition been entered into - - - - - - - - - p. 469

No. 15.—Statement, by Mr. Edmund Bury, of the Reasons why the Locomotive Engine on Four Wheels is preferable to the one on Six - - - - - - - - - p. 469

No. 16.—List of Goods Detained by the Carriers' Desire; (referred to in the Evidence of Mr. A. Comber, 2 April 1840) - - - - - - - - - - - - - p. 770

No. 17.—Claims for Compensation in the Goods Department of the Grand Junction Railway, made and allowed from February 1838 to March 1840; also, Claims for Compensation brought before the Board and disallowed - - - - - - - - - p. 471

No. 18.—An Account showing the Produce of the Post-Horse duty in Great Britain, for each of the Years ending 5 January from 1835 to 1840; (so far as relates to the Department of Stamps and Taxes) - - - - - - - - - - - p. 472

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APPENDIX.

Appendix, No. 1.

RETURNS from RAILWAY COMPANIES; showing— Appendix, No. 1. Returns from Railway Companies.

THE Number of PASSENGERS carried; of the Miles travelled; of the Money received; of the Average Receipt per Mile from each Passenger, for each Month, from April 1839 to the end of January 1840.

The MAXIMUM FARES leviable on each Class of Passengers, under the Authority of any Act of Parliament empowering the Company to levy the same; stating whether such Fares include the Use of the Company's Carriages and Locomotive Power.

The FARES which have been from time to time levied on each Class of Passengers, and the Effect which any Alteration thereon has had upon the Number of Passengers carried, or the Total Amount of Fares received; and also distinguishing the Charges made for Locomotive Power employed in conveying the same from the Tolls paid in respect thereof.

The MAXIMUM RATE of TOLLS leviable upon all Carriages used in conveying Private Carriages, Goods, Horses, or Live Stock, along the Railway.

The RATE of TOLLS which have been from time to time levied on any Carriage used in conveying Passengers, Private Carriages, Goods, Horses, or Live Stock along the Railway, whether such Goods, Private Carriages, Horses, and Live Stock were conveyed on account of the Company, or on account of Private Carriers.

The MAXIMUM RATES leviable by the Company, as Carriers, for the Carriage of Goods, Horses, or Live Stock, along the Railway.

The RATES which have been from time to time charged by the Company, as Carriers, for the Conveyance of Private Carriages, Goods, Horses, or of Live Stock, by the Company.

The GROSS AMOUNT received for each of the Years 1837, 1838, and 1839, under the several Heads:—1st, of Tolls; 2d, for the Conveyance of Passengers; 3d, for the Conveyance of Goods.

The POWERS which the Company have of charging Locomotive Power, and in what manner they have charged the same.

RULES made to regulate the Conveyance of Goods, whether the same relate to Goods carried by the Company or by Private Carriers.

The OUTGOINGS of each Railway; distinguishing the Outgoings incurred by such Railway as Owners thereof, and distinguishing those Outgoings which they have incurred as the Carriers of Passengers from those which they have incurred as the Carriers of Goods, and setting forth the several Branches of each of the aforesaid Sources of Expenditure.

The GROSS and NET PROFITS of the Company, for the Years 1837, 1838, 1839.

Seymour, Chairman.

(1.)—ARBROATH AND FORFAR RAILWAY.

A RETURN showing the Number of Passengers carried; of the Miles travelled; of the Money received; of the Average Receipt per Mile from each Passenger, for each Month, from April 1839 to the end of January 1840.

DATE.	Number of Miles opened to the Public.	Average Fare per Mile.				Number of Passengers.					Number of Miles Travelled.			
		Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.	Total.	Mail.	1st Class.	2d Class.	3d Class.
1839:			*d.*	*d.*	*d.*									
May - -	15	–	1·9615	1·4615	0·9807	–	580	1,081	5,623	7,284	–	6,365¼	10,981½	47,847¾
June - -	–	–	–	–	–	–	305	1,305	10,038	11,648	–	3,229¾	12,870½	82,509¾
July - -	–	–	–	–	–	–	313	1,754	12,391	14,458	–	3,313¾	19,395¾	115,913½
August - -	–	–	–	–	–	–	355	1,689	13,351	17,375	–	3,611	18,388¾	123,978½
September -	–	–	–	–	–	–	200	923	6,971	7,094	–	2,049¼	9,831	61,470
October - -	–	–	–	–	–	–	156	623	5,949	6,728	–	1,634	6,223¾	48,447¾
November -	–	–	–	–	–	–	283	955	6,409	7,647	–	3,095	9,613	51,679¾
December -	–	–	–	–	–	–	253	812	3,805	4,870	–	2,948¾	8,339½	30,563½
1840:														
January - -	–	–	–	–	–	–	323	829	5,031	6,183	–	3,615¾	8,582	41,927¼

(1.)—Arbroath and Forfar Railway—*continued.*

DATE.	Amount of Gross Receipts for Passengers.									Average Receipt for each Passenger.				Average Fare per Mile received for each Passenger.			
	Mail.	1st Class.			2d Class.			3d Class.									
		£.	s.	d.	£.	s.	d.	£.	s.	d.	Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.
1839:												d.	d.	d.		d.	d.	d.
May -	–	45	5	6	59	2	2	172	12	2	–	18·7344	13·1230	7·1894	–	1·7071	1·2918	·8658
June -	–	22	10	8	68	1	5	297	5	5	–	17·7311	12·5187	7·1074	–	1·6748	1·2693	·8646
July -	–	23	8	4	101	8	6	409	16	7	–	17·9552	13·8779	7·9056	–	1·6631	1·2550	·8485
August -	–	25	4	4	96	10	6	441	–	4	–	17·0478	13·7158	7·9277	–	1·6759	1·2598	·8537
September	–	14	12	6	51	17	–	220	1	6	–	17·55	13·4821	7·5768	–	1·7130	1·2657	·8592
October -	–	11	7	8	32	16	11	175	11	1	–	17·5128	12·653	7·0823	–	1·6719	1·2667	·8696
November	–	21	6	4	51	11	8	187	17	3	–	18·0877	12·9633	7·0349	–	1·6540	1·2878	·8743
December	–	20	9	4	40	17	10	112	4	7	–	19·4150	12·0874	7·0758	–	1·6662	1·1768	·8812
1840:																		
January -	–	25	6	6	45	12	5	152	14	7	–	18·8173	13·2074	7·2858	–	1·6813	1·2758	·8742

Arbroath, 3 April 1840. *John Macdonald*, Clerk.

ABSTRACT Number of Passengers, and Miles Travelled; with the Amount of Receipts, and Proportion of Tax to Receipts, from 3 January 1839 to 4 January 1840, inclusive.

	Number of Passengers.	Miles Travelled.	Rate Per Mile.	Receipts.	Tax, 1*s.* 8*d.* Per Mile.	Proportion of Tax to Receipt.	
			d.	£. s. d.	£. s. d.	£. s. d.	
First Class -	4,475 ½	48,742 ¾	1·9615	343 5 10	25 7 8 ⅝	7 7 10 ½	or 7 ⅜ per cent.
Second Class	12,250	126,246 ½	1·4615	666 14 8	65 15 – ⅝	9 17 2 ¾	or 9 ⅞ per cent.
Third Class -	81,110	697,461	·9807	2,505 4 9	363 5 2 ⅝	14 9 11 ¾	or 14 ½ per cent.

6 February 1840. *John Macdonald*, Clerk.

(2.)—AYLESBURY RAILWAY.

Appendix, No. 1.

Aylesbury Railway.

Number of miles opened to the public - - - - seven.

The Aylesbury Railway is let to the London and Birmingham Railway Company on lease, at an annual rent commencing on 10th June 1839, when it was first opened to the public. The London and Birmingham Company receive the fares and work the Aylesbury Railway as part of their own line, of which it forms a branch, terminating at the town of Aylesbury; this return will therefore form part of that required from the London and Birmingham Railway Company.

G. Carrington, Chairman.

(3.)—BALLOCHNEY RAILWAY.

Ballochney Railway.

1.—A RETURN showing the Maximum Fares leviable on each Class of Passengers, under the Authority of any Act of Parliament empowering the Company to levy the same; stating whether such Fares include the Use of the Company's Carriages and Locomotive Power.

The Ballochney Railway Company have power, under their Act of Parliament, 7 Geo. 4, c. 48, to provide and establish carriages for the carrying and accommodation of passengers, and to demand and receive such rate as to them may seem proper, not exceeding 4 *d.* per mile for each passenger.

From the terms of the Statute, it is apparently meant that the fare of 4 *d.* per mile, for each passenger, includes the use of carriages and locomotive power.

2.—A RETURN showing the FARES which have been from time to time levied on each Class of Passengers, and the Effect which any Alteration thereon has had upon the Number of Passengers carried, or the Total Amount of Fares received; and also distinguishing the Charges made for Locomotive Power employed in conveying the same from the Tolls paid in respect thereof.

This Company has not established any carriages for the conveyance of passengers, the principal traffic upon their Railway being the conveyance of minerals; but the passenger carriages of the Garnkirk and Glasgow Railway Company (an adjacent Railway) traverse about three quarters of a mile on the line of the Ballochney Railway, in their passage to and from Glasgow and Airdrie.

3.—A RETURN showing the MAXIMUM RATE of TOLLS leviable upon all Carriages used in conveying Private Carriages, Goods, Horses, or Live Stock along the said Railway.

The Company of Proprietors are empowered, by their Act of Incorporation, to levy for the tonnage of all goods and other things carried and conveyed upon their Railway, a sum not exceeding 3 *d.* per ton per mile, and so in proportion for any less distance than a mile; with the sum of 6 *d.* per ton additional on all such articles as pass up or down any one of the inclined planes.

4.—A RETURN showing the RATE of TOLLS which have been from time to time levied on any Carriage used in conveying Passengers, Private Carriages, Goods, Horses, or Live Stock along the said Railway, whether such Goods, Private Carriages, Horses, and Live Stock were conveyed on account of the Company, or on account of Private Carriers.

The passenger carriages of the Garnkirk and Glasgow Railway Company, on their passage from Glasgow to Airdrie, and returning, pass along a portion of this Railway, extending to about three quarters of a mile, for which passage a toll of 4 *d.* on each carriage is exacted.

Present Tonnage Dues on Goods of any Description:

Any distance, not exceeding half a mile, 1 ½ *d.* per ton.
Above half a mile, and not exceeding one mile, 3 *d.* per ton.
Above one mile, and not exceeding one and a half mile, 4 *d.* per ton.
Any distance above one and a half mile, 5 *d.* per ton.

Present Incline Plane Dues:

Goods of any description (except ironstone and char), descending, 1 ½ *d.* per ton.
Ironstone and char, 2 *d.* per ton.
Goods of any description, ascending, 5 *d.* per ton.

Present Waggon Dues:

Each waggon charged 2 *s.* per week.
The goods (minerals) are conveyed principally on account of the mineral proprietors.

5.—A RETURN showing the MAXIMUM RATES leviable by the Company, as Carriers, for the Carriage of Goods, Horses, or Live Stock along the said Railway.

Should this Company act as carriers of goods, &c. the rates leviable, under the authority of their Acts of Parliament, are the following; viz.

For tonnage dues, as already stated in Return No. 3.
For the use of waggons or carriages, *see* Return No. 8.
For locomotive power, *see* first part of Return No. 8.

Appendix, No. 1.

Ballochney Railway.

6.—A RETURN showing the RATES which have been from time to time charged by the said Company, as Carriers, for the Conveyance of Private Carriages, Goods, Horses, or of Live Stock, by the Company.

This Company have not as yet been carriers of goods, by providing carriages and locomotive power (further than the supplying of waggons); but, in anticipation of acting as carriers, they have fixed the rates and dues to be levied, and consist of,—

Tonnage dues, and the use of the waggons or carriages, according to rates as detailed in Return No. 4.

Locomotive power (when adopted) as stated in second part of Return No. 8.

7.—A RETURN showing the GROSS AMOUNT received for each of the Years 1837, 1838, and 1839, under the several Heads—1st, of Tolls; 2d, for the Conveyance of Passengers; 3d, for the Conveyance of Goods.

YEAR.	1st. Of Tolls or Tonnage Dues.	2d. For the Conveyance of Passengers.	3d. For the Conveyance of Goods.		TOTAL.
			Haulage by Locomotives.	Use of Company's Waggons.	
	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.
1837 -	4,215 5 -	- - -	- - -	816 2 1	5,031 7 1
1838 -	5,466 1 9	- - -	- - -	857 8 6	6,323 10 3
1839 -	8,042 10 4	- - -	- - -	1,021 18 8	9,064 9 -
£.	17,723 17 1	- - -	- - -	2,695 9 3	20,419 6 4

8.—A RETURN showing the POWERS which the Company have of charging Locomotive Power, and in what manner they have charged the same.

1. *Powers of the Company to charge for Haulage:*

Authority is given to this Company, by their Acts of Parliament, to build and keep in repair such number of locomotive engines fit for haulage, and such number of waggons and carriages fit for the carrying of coals and other commodities, and to use the same, and take such hire and return as they shall think proper, or as may be agreed upon between the Company, and the person using the said engines and waggons.

2. *Charges for Locomotive Power:*

Haulage Rates:

Goods of any description 1 *d.* per ton per mile.

The haulage on private branches from the Company's railway, and branches into the different pits or works, to be charged by special agreement.

The haulage by locomotive engines has not been heretofore adopted on this Railway, but arrangements for that purpose have now been made, and as soon as the Company's engines are employed for haulage, the above are the rates to be levied.

9.—A RETURN of all RULES made to regulate the Conveyance of Goods, whether the same relate to Goods carried by the Company or by Private Carriers.

Not received.

For the rules and regulations in force upon this Railway, and applicable to the traffic generally, reference is respectfully requested to a printed copy of these regulations sent herewith.

Appendix, No. 1.

Ballochney Railway.

10.—A RETURN showing the OUTGOINGS of each Railway, distinguishing the Outgoings incurred by such Railway as Owners thereof, and distinguishing those Outgoings which they have incurred as the Carriers of Passengers from those which they have incurred as the Carriers of Goods, and setting forth the several Branches of each of the aforesaid Sources of Expenditure.

Outgoings as relating to the Traffic.

	Year 1837.	Year 1838.	Year 1839.	Total for 1837, 1838, & 1839.
	£. s. d.	£. s. d.	£. s. d.	£. s. d.
Uphold of main way and branch railways	424 5 2	461 14 9	447 2 9	1,333 2 8
Maintenance and working of incline planes	714 13 4	845 12 5	770 17 4	2,331 3 1
Repairs and greasing of waggons	539 9 2	880 11 7	674 – 10	2,094 1 7
Salaries to superintendent, collector and police	128 7 6	189 9 6	343 5 9	661 2 9
Miscellaneous and general expenditure, secretary's salary, and law agent's account, printing, stationery, &c.	308 15 11	179 6 5	200 4 11	688 7 3
Uphold of houses and buildings	41 6 1	37 5 5	83 1 9	161 13 3
Annual feu duties of land and other burdens	15 16 3	66 11 6	108 6 8	190 14 5
£.	2,172 13 5	2,660 11 7	2,627 – –	7,460 5 –

11.—A RETURN showing the GROSS and NET PROFITS of the Company, for the Years 1837, 1838, and 1839.

Year 1837.

RECEIPTS:	£. s. d.
Tonnage dues, and for use of waggons, per Return No. 7	5,031 7 1
Rents for houses and branch railways	111 8 4
£.	5,142 15 5

	£. s. d.
Gross revenue, less disbursements, per contra	2,970 2 –

EXPENDITURE:	£. s. d.
Disbursements in the working, repairs, and management of Railway, as enumerated in Return No. 10	2,172 13 5
Gross revenue, after deducting above disbursements	2,970 2 –
£.	5,142 15 5

	£. s. d.
Dividends paid on 25,250 *l.* of the subscribed capital of Company	1,720 – –
Interest on cash credit, negotiated with Royal Bank of Scotland	636 1 3
Net surplus revenue appropriated towards liquidation of debt, occasioned by widening and doubling road, replacement of worn out rails, &c.	614 – 9
£.	2,970 2 –

Appendix, No. 1.

Ballochney Railway.

Year 1838.

Receipts:	£.	s.	d.
Tonnage dues, and use of waggons, per Return No. 7	6,323	10	3
Rents	130	11	6
£.	6,454	1	9

	£.	s.	d.
Gross revenue, less disbursements, per contra	3,793	10	2

Expenditure:	£.	s	d.
Disbursements for the working, repairs, and management of Railway, as detailed in Return No. 10	2,660	11	7
Gross revenue, after deducting above disbursements	3,793	10	2
£.	6,454	1	9

	£.	s.	d.
Dividends paid on 28,275 *l.* of subscribed capital	2,198	–	–
Interest on cash credit with Royal Bank	282	4	7
Net surplus revenue (appropriated as in preceding year)	1,313	5	7
£.	3,793	10	2

Year 1839.

Receipts:	£.	s.	d.
Tonnage dues, and use of waggons, per Return No. 7	9,064	9	–
Rents of houses and branch railways	176	8	8
£.	9,240	17	8

	£.	s.	d.
Gross revenue, less disbursements, per contra	6,613	17	8

Expenditure:	£.	s.	d.
Disbursements for the working, repairs, and management of Railway, as detailed in Return No. 10	2,627	–	–
Gross revenue, after deducting the above	6,613	17	8
£.	9,240	17	8

	£.	s.	d.
Dividends paid on 28,275 *l.* of the subscribed capital	2,903	–	–
Interest on cash credit with Royal Bank	450	6	10
Net surplus revenue (carried to credit of revenue in new account)	3,260	10	10
£.	6,613	17	8

(4.)—BIRMINGHAM AND DERBY JUNCTION RAILWAY.

(As yet, only partially opened.)

RETURN showing the Number of Passengers carried; of the Miles travelled; of the Money received; of the Average Receipt per Mile for each Passenger, for each Month, from 11 August 1839, the day on which the Line was opened to the Public, to the end of January 1840.

DATE.	Number of Miles opened to the Public, including nine Miles of the London and Birmingham Railway, traversed by the Carriages of this Company.	Fare per Mile.			Number of Passengers.			
		1st Class.	2d Class.	3d Class.	1st Class.	2d Class.	3d Class.	TOTAL.
1839:		*d.*	*d.*	*d.*				
ıgust - -	47 ½	2 ½	1 ¾	1 ¼	1,892	4,491	2,776 ½	9,159 ½
ptember - -	47 ½	2 ½	1 ¾	1 ¼	2,975 ½	7,948	4,258	15,181 ½
ctober - -	47 ½	2 ½	1 ¾	1 ¼	3,034 ½	9,117 ½	3,912 ½	16,064 ½
ovember - -	47 ½	2 ½	1 ¾	1 ¼	2,271	6,546	2,084 ½	10,901 ½
ecember - -	47 ½	2 ½	1 ¾	1 ¼	2,566	7,349 ½	2,095 ½	12,011
1840:								
nuary - -	47 ½	2 ½	1 ¾	1 ¼	2,849	7,390 ½	1,895 ½	12,225

Number of Miles Travelled.			Amount of Gross Receipts for Passengers.			Average Receipt for each Passenger.			Average Fare per Mile received from each Passenger.		
1st Class.	2d Class.	3d Class.	1st Class.	2d Class.	3d Class.	1st Class.	2d Class.	3d Class.	1st Class.	2d Class.	3d Class.
			£. *s.* *d.*	£. *s.* *d.*	£. *s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*d.*	*d.*	*d.*
64,119	127,453	48,569	682 5 6	985 17 –	284 3 –	7 2¾	4 3¾	2 –	2 ½	1 ¾	1 ¼
01,976	221,865	68,257 ½	1,065 9 –	1,719 3 –	398 2 9	7 1¾	4 3¾	1 10⅓	2 ½	1 ½	1 ¼
00,469 ½	247,819	63,035	1,038 16 6	1,910 15 7	360 17 6	6 9¾	4 2½	1 10	2 ¼	1 ¾	1 ¼
76,670 ½	176,930	35,153 ½	803 1 6	1,371 1 1	207 – 6	7 –¾	4 2½	1 11¾	2 ½	1 ¾	1 ¾
84,381 ½	189,793	38,186	886 12 6	1,519 – 3	210 15 3	6 10¾	4 1¼	2 –	2 ¼	1 ¾	1 ¼
93,355 ½	203,905	36,230	970 11 6	1,524 5 11	207 16 9	6 9¾	4 2	2 1	2 ½	1 ¾	1 ¼

N. B.—The mails were not carried on this Railway prior to the end of January 1840.

Henry Smith,
Chairman of the Directors.

Appendix, No. 1.

Birmingham and Derby Junction Railway.

A RETURN showing the MAXIMUM FARES leviable on each Class of Passengers under the Authority of any Act of Parliament empowering the Company to levy the same; stating whether such Fares include the Use of the Company's Carriages and Locomotive Power.

$3\frac{1}{2}d.$ per mile for every passenger, including the use of the Company's carriages and locomotive power.

A RETURN showing the FARES which have been from time to time Levied on each Class of Passengers, and the Effect which any alteration thereon has had upon the Number of Passengers carried, or the Total Amount of Fares received; and also distinguishing the Charges made for Locomotive Power employed in carrying the same from the Tolls paid in respect thereof.

	d.	
1st Class - - - - - - - - -	$2\frac{1}{2}$	per mile.
2d Class - - - - - - - - -	$1\frac{3}{4}$	—
3d Class - - - - - - - - -	$1\frac{1}{4}$	—

No alteration has been made.

The total receipts of the Company for passengers, from the partial opening of the line on the 12th of August 1839 to the 31st December 1839, amounted to - £. 13,339 3 7

And for goods, to - - - - - - - - - 1,481 7 6

Of which the expense of locomotive power was - - - - 4,088 – 2

The trains consisted of passengers and goods mixed.

A RETURN showing the MAXIMUM RATE OF TOLLS leviable upon all Carriages used in conveying Private Carriages, Goods, Horses, or Live Stock along the said Railway.

No such tolls are leviable; but the Company have power to charge as toll—

"For every carriage of whatever description, not being a carriage adapted and used for travelling on a railway, and carried or conveyed on a truck or platform, the sum of $4d.$ per mile; or if the same shall exceed one ton in weight, then at and after the rate of $\frac{1}{4}d.$ per hundred weight per mile."

A RETURN showing the RATE OF TOLLS which have been from time to time levied on any Carriage used in conveying Passengers, Private Carriages, Goods, Horses, or Live Stock along the said Railway, whether such Goods, Private Carriages, Horses, and Live Stock were conveyed on account of the Company, or on account of Private Carriers.

No such toll levied.

The charges actually made for passengers, private carriages, &c. are elsewhere stated.

A RETURN showing the MAXIMUM RATES leviable by the Company, as Carriers, for the Carriage of Goods, Horses, or Live Stock along the said Railway.

The Company are authorized to make any reasonable charge for such carriage.

A RETURN showing the RATES which have been from time to time Charged by the said Company, as Carriers, for the Conveyance of Private Carriages, Goods, Horses, or Live Stock by the Company.

	d.	
Private carriages	6	per mile.
Merchandize	2 ½	per ton per mile.
Heavy goods	1 ¾	per ton per mile.
Horses	4 ½	per mile.
Live stock	none as yet carried.	

The above charges include the toll.

A RETURN showing the GROSS AMOUNT received for each of the Years 1837, 1838, and 1839, under the several Heads.

1st. Of tolls: These are included in the amounts stated below.

For conveyance, from the opening on August the 12th to December 31st, 1839:

	£.		
2d. Of passengers	13,339	3	7
3d. Of goods	1,481	7	6

A RETURN showing the POWERS which the Company have of charging Locomotive Power, and in what manner they have charged the same.

The Company have power to make any reasonable charges for locomotive power, and for passengers the gross charge must not exceed 3 ½ *d.* per passenger per mile.

A RETURN of all RULES made to regulate the Conveyance of Goods, whether the same relate to Goods carried by the Company, or by Private Carriers.

In consequence of the line being only partially opened, a portion of the main line being yet incomplete, no other regulation has been made, except that the goods are to be so forwarded as not to obstruct the passenger traffic.

A RETURN showing the OUTGOINGS of each Railway, distinguishing the Outgoings incurred by such Railways, as Owners thereof; and distinguishing those Outgoings which they have incurred as the Carriers of Passengers from those which they have incurred as the Carriers of Goods; and setting forth the several Branches of each of the aforesaid sources of Expenditure.

The outgoings of the Company, from the partial opening on the 12th August 1839 to 31st December 1839, were 15,763 *l.* 11 *s.* 3 *d.*

The carriage of goods and passengers being by mixed trains, the distinction above required cannot be made.

A RETURN showing the GROSS and NET PROFITS of the Company for the said Years 1837-38-39.

The line having been only partially opened, no profits have been declared.

Henry Smith, Chairman of the Directors.

(5.)— BOLTON AND LEIGH RAILWAY,

Including the KENYON AND LEIGH JUNCTION RAILWAY.

A RETURN showing the Number of PASSENGERS carried; of the Miles travelled; of the Average Receipt per Mile from each Passenger, for each Month from April 1839 to the end of January 1840.

DATE.	Number of Miles opened to the Public.	Fare per Mile.		Number of Passengers.			Number of Miles travelled.		Amount of Gross Receipts for Passengers.		Average Receipt for each Passenger.		Average Fare per Mile received for each Passenger.	
		1st Class.	2d Class.	1st Class.	2d Class.	Total.	1st Class.	2d Class.	1st Class.	2d Class.	1st Class.	2d Class	1st Class.	2d C
1839:		*d.*	*d.*						£. *s.* *d.*	£. *s.* *d.*	*s.* *d.*	*s.* *d.*	*d.*	*d*
May - -	10	2·44	1·77	2,125	5,380	7,505	17,006	40,692	229 11 –	361 4 6	2 1·92	1 4·11	2·24	1·
June - -	-	- -	- -	2,014	6,708	8,722	16,517½	48,450½	219 15 –	429 13 –	2 2·18	1 3·37	2·26	1·
July - -	-	- -	- -	2,664	6,459	9,123	21,499½	48,762	285 19 6	436 15 4	2 1·76	1 4·22	2·24	1·
August - -	-	- -	- -	2,323	8,346	10,669	18,726	63,694½	256 17 –	621 14 11	2 2·53	1 5·87	2·26	1·
September -	-	- -	- -	2,368	5,651	8,019	18,509	40,760	257 12 –	360 1 9	2 2·1	1 3·29	2·25	1·
October - -	-	- -	- -	2,256	5,154	7,410	17,903	36,711	243 10 6	344 9 5	2 1·9	1 4·04	2·24	1·
November -	-	- -	- -	2,326	4,233	6,559	17,412	28,801	245 6 6	245 8 6	2 1·31	1 1·91	2·24	1·
December -	-	- -	- -	2,221	3,624	5,845	17,594½	25,213	236 11 –	213 15 6	2 1·56	1 2·15	2·23	1·
1840:														
January - -	-	- -	- -	2,443	4,003	6,446	18,684	28,274½	253 19 –	249 – –	2 0·94	1 2·92	2·23	1·

Note.—The "number of miles travelled," as above stated, refer to the distance travelled upon the Bolton and Kenyon railways; but a considerable portio of the passengers were really carried a greater distance for the amount above stated as received from them, namely, over a portion of the Liverpool and Man chester Railway, in addition to the Bolton and Kenyon Railways. The average fares stated in the two last columns of the Table have been calculated upo the real distance over which the passengers have been conveyed for the money paid by them.

No. 1.—The MAXIMUM FARE leviable on this Railway for every person conveyed in or upon any coach, chariot, chaise, car, gig, landau, waggon, cart, or other such carriage, is 2*s.* 6*d.* for any distance, exclusive of locomotive power or carriages.

No. 2.—The FARES charged for the conveyance of passengers, including power and carriages, are as follow, viz.

	s.	*d.*		*s.*	*d.*	
The fare between Bolton and Liverpool (29 miles) is	5	6	1st class -	4	–	2d class.
being equal to, per mile - - - - - -	–	2·41	ditto -	–	1·65	ditto.
The average fare, per mile, including all places to which passengers are carried, is - - - -	–	2·44	ditto -	–	1·77	ditto.

The only alteration which has taken place in the fares since the opening of the Railway in June 1831, was made in October 1832, when the duty upon Railway passengers commenced, at which time the fares between Bolton and Liverpool were advanced 6*d.* upon each class of passengers, but the fares for intermediate distances were not raised. No perceptible effect was produced by the alteration either in the number of passengers or the total amount of fares received.

No distinct charge has ever been made for locomotive power employed in the conveyance of passengers.

Nos. 3 & 4.—The RATES and TOLLS are imposed upon the goods or passengers carried, and not upon the carriages used in conveying the same.

No. 5.—The

No. 5.—The MAXIMUM RATES of TOLL leviable upon goods and live stock, are as follow; viz.

DESCRIPTION OF GOODS.	TOLLS PER TON.				
	For use of Railway only.	Including Power.	Including Power and Waggons.	In addition to preceding Tolls, &c.	
				For being drawn up each Inclined Plane, including the Stationary Engine thereon.	For descending each Inclined Plane.
For all limestone, dung, compost, and all sorts of manure, all materials for making or repairs of the public highways or roads - -	2*d.* per ton per mile.	2½*d.* per ton per mile.	3*d.* per ton per mile.	8*d.* per ton.	3*d.* per ton.
For all coal, culm, charcoal, cinders, stone, marl, sand, clay, building, pitching, and paving stones, flags, bricks, tiles, slates, lime, earth, staves, deals, lead and iron in pigs, or other metals - - - - -	2½*d.* d°	3*d.* d°	3½*d.* d°	8*d.* d°	3*d.* d°
For all timber, cotton, wool, hides, drugs, dye woods, sugar, corn, grain, flour, manufactured goods, lead in sheets, or iron in bars, and all other wares, merchandizes, matters or things - - - - - -	3½*d.* d°	4*d.* d°	4½*d.* d°	8*d.* d°	3*d.* d°

For every horse, mule, ass, or other beast of draught or burthen, and for every ox, cow, bull, or neat cattle, conveyed in or upon any carriage, for any distance, the sum of 2*s.* 6*d.*

For every calf, sheep, lamb, or pig, conveyed in or upon any carriage for any distance, the sum of 6*d.*

In addition to the above tolls for live stock, as well as in regard to passengers, the Company are authorized to charge such reasonable sum as they may think expedient for locomotive or other power.

Nos. 6. & 7.—The Railway has been leased by the Company to Mr. John Hargreaves, of Bolton, for the last nine years, and the Company are in consequence not enabled to speak correctly to the CHARGE made by him for the conveyance of private carriages, goods, horses, or live stock; or the gross amount received for tolls; or the conveyance of passengers or goods.

No. 8.—The CHARGES which the Company are authorized to make for locomotive power are stated above. The Company cannot speak to any charge made by their lessee for locomotive power.

No. 9.—A printed copy of the BYE LAWS issued by the Company is herewith sent. *Not received.*

No. 10.—The OUTGOINGS of the Bolton and Leigh Railway Company, as owners of the Railway during the years 1837, 1838, 1839, have been as under:

	1837.			1838.			1839.		
	£.	*s.*	*d.*	£.	*s.*	*d.*	£.	*s.*	*d.*
Interest on money borrowed - -	1,205	–	–	1,265	19	5	1,487	18	7
Rents of property held by the company on rent - - - - - - -	2,419	10	5	2,493	–	5½	2,450	11	1
Taxes - - - - - - -	325	3	8½	296	11	11½	430	6	2
Salaries - - - - - - -	370	–	–	370	–	–	370	–	–
Stationary engines, ropes, &c. - -	1,110	10	11	1,108	4	2½	1,036	9	8½
Maintenance of railway, fences, and buildings - - - - - -	3,276	2	5	3,429	–	5	2,428	17	–½
Law expenses, insurance, banker's commission, and sundries - - -	138	–	8	66	1	–½	74	–	1
Expended by the lessee, under agreement, on additional conveniences required by him, and repaid by the Company - - - - - -	–	–	–	–	–	–	500	–	–
£.	8,844	8	1½	9,028	17	6	8,778	2	8

Appendix, No. 1.

Bolton and Leigh Railway.

No. 11.—The Gross Receipts of the Company have been

	In 1837.	In 1838.	In 1839.
	£. s. d.	£. s. d.	£. s. d.
Leaving, after deduction of outgoings, as above stated - - - - -	11,195 – 3	11,155 11 4	11,675 15 11
	8,844 8 1½	9,028 17 6	8,778 2 8
A net receipt of - - - - £.	2,350 12 1½	2,126 13 10	2,897 13 3

but the net profits of the Company cannot be correctly stated without taking into account the depreciation upon stationary engines, buildings, &c. &c., which is not included in the above account.

Bolton, 19 March 1840. *Peter Sinclair*, Treasurer.

(6.)—BRANDLING JUNCTION RAILWAY.

A RETURN showing the Number of Passengers carried; of the Miles travelled; of the Money received; of the Average Receipt per Mile from each Passenger, for each Month, from April 1839 to the end of January 1840.

DATE.	Number of Miles opened to the Public.	Fare per Mile.				Number of Passengers.					Number of Miles Travelled.			
		Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.	Total.	Mail.	1st Class.	2d Class.	3d Class.
1839:			d.	d.										
May - -	–	–	–	–	–	–	–	–	–	–	–	–	–	–
June - -	6	–	2	1 ½	–	–	525	5,425	–	5,950	–	3,150	32,550	–
July - -	6	–	2	1 ½	–	–	1,204	16,540	–	17,744	–	7,224	99,240	–
August -	6	–	2	1 ½	–	–	1,087	15,224	–	16,311	–	6,552	91,344	–
September -	15 ¼	–	1 ¾	1	–	–	2,740	30,832	–	33,572	–	23,486	244,555	–
October -	15 ¼	–	1 ¾	1	–	–	3,319	29,094	–	42,413	–	29,917	242,301	–
November -	15 ¼	–	1 ¾	1	–	–	4,948	33,042	–	37,990	–	45,603	253,961	–
December -	15 ¼	–	1 ¾	1	–	–	4,722	32,887	–	37,609	–	43,319	243,277	–
1840:														
January -	15 ¼	–	1 ¾	1	–	–	6,041	41,062	–	34,902	–	44,917	217,508	–

DATE.	Amount of Gross Receipts for Passengers.				Average Receipt for each Passenger.				Average Fare per Mile received for each Passenger.			
	Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.
1839:		£. s. d.	£. s. d.			d.	d.			d.	d.	
May - -	–	—	—	–	–	—	—	–	–	—	—	–
June - -	–	25 16 6	198 16 1½	–	–	11·806	8·795	–	–	1·967	1·465	–
July - -	–	54 – –	604 8 10½	–	–	10·764	8·770	–	–	1·794	1·461	–
August -	–	48 8 6	556 19 9	–	–	10·691	8·780	–	–	1·773	1·463	–
September -	–	162 19 7	1,177 10 11	–	–	14·275	9·166	–	–	1·665	1·155	–
October -	–	203 19 6	1,128 3 9	–	–	14·749	9·365	–	–	1·636	1·117	–
November -	–	316 1 6	1,199 10 –	–	–	15·331	8·712	–	–	1·663	1·133	–
December -	–	297 11 3	1,051 13 –	–	–	15·123	7·674	–	–	1·648	1·037	–
1840:												
January -	–	382 13 10	1,195 9 9	–	–	15·203	7·000	–	–	2·044	1·319	–

1.—The MAXIMUM FARES leviable on each Class of Passengers under the authority of the Company's Act, 6 Will. 4, are for any distance not exceeding three Miles, 6*d.*; and for any greater distance 2*d.* per Mile, and that such Fares do not include the use of the Company's Carriages and Locomotive Power.

2.—The FARES which have been levied on each Class of Passengers are 1st Class, 1¾*d.* per Mile; 2d Class, 1*d.* per Mile, including both Tolls and Conveyance. There has not been any alteration in the fares, and as the Company convey all Passengers, no distinction as to charge is made for Locomotive Power and Tolls.

3.—The TOLLS leviable upon Carriages used in conveying private Carriages, Goods, Horses, or Live Stock along the said Railway are, viz.

For every horse, mule, ass, or other beast of draught or burthen, and for every bull, ox, cow, or neat cattle, for any distance not exceeding eight miles, 2*s.*; and for any greater distance, 3*d.* per mile.

For every calf, sheep, lamb, or swine, for any distance not exceeding three miles, 6*d.*; and 2*d.* per mile for any greater distance.

4.—No Tolls have been levied, the Company's Charge for Conveyance including Tolls and Locomotive Power.

5.—The MAXIMUM RATES leviable by the Company as Carriers for the Carriage of Goods, &c. not enumerated. The Company at liberty to charge for Locomotive or other Power, as they shall think proper, in addition to the several other Rates or Tolls by the Act authorized to be taken.

6.—The printed RATES of CARRIAGE sent herewith, includes both Tolls and Locomotive Power.

7. A RETURN of the GROSS AMOUNT received from the Opening of the Lines on the 18th June and 5th September 1839 to the 31st December 1839.

	£.	*s.*	*d.*
1st. Of tolls	Nothing.		
2d. For the conveyance of passengers	6,920	–	9
3d. For the conveyance of goods	2,446	–	–

8.—A COPY of the CLAUSE in the Act authorizing the Company to charge for Locomotive Power is sent herewith. As the Company are the only carriers on the Railway, they have not made any separate charge for the same.

"And be it further enacted, that it shall be lawful for the said Company, and they are hereby empowered to provide locomotive or fixed engines or other power, for the drawing or propelling of any articles, matters or things, persons, cattle, or animals, upon the said Railway, and also along and upon any other Railway communicating therewith, and to receive, demand, and recover such sums of money, for the use of such engines or other power, as the said Company shall think proper, in addition to the several other rates, tolls, or sums by this Act authorized to be taken."

9.—The only RULES made for the Conveyance of Goods are embodied in the Returns sent to No. 6, as to the Rates of Carriage.

10.—The OUTGOINGS incurred by the Company are – – – – £. 5,356. 6 *s.* 2 *d.*

Of which, as owners, have been incurred, 1,746 *l.* 0 *s.* 4 *d.*; viz.

	£.	*s.*	*d.*	£.	*s.*	*d.*
Maintenance of way	1,608	10	4			
Wayleave rents	137	10	–			
				1,746	–	4
Of which, as carriers of passengers and goods				nil.		
Locomotive charges for passengers and goods				1,201	11	–
Passenger traffic charges	724	2	1			
Passenger duty	573	9	1			
Omnibus charges	65	18	6			
Incidentals	12	18	–			
	1,376	7	8			
Maintenance of carriages	285	5	–			
	1,661	12	8			
Goods charges	643	17	10			
Stations	103	4	4			
	747	2	2			
				2,408	14	10
			£.	5,356	6	2

N.B.—In consequence of goods being conveyed by the passenger trains, the cost as to each has not been kept separate.

Appendix, No. 1.

Brandling Junction Railway.

11.—The GROSS and NET PROFITS of the Company from the commencement, as before stated, to the 31st December 1839, are; viz.

Gross profit	£. 4,139 – 10
Net profit	2,119 19 4

Brandling Junction Railway Office,
Gateshead, 30th April 1840.

John Rewcastle, Chief Clerk.

(7.)—DUNDEE AND ARBROATH RAILWAY.

A RETURN showing the Number of Passengers carried; of the Miles travelled; of the Money received; of the Average Receipt per Mile from each Passenger, for each Month, from April 1839 to the end of January 1840.

DATE.	Number of Miles opened to the Public.	Fare per Mile.				Number of Passengers.					Number of Miles Travelled.			
		Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.	Total.	Mail.	1st Class.	2d Class.	3d Class.
1839:			d.	d.	d.									
May - -	14½	-	2	1½	none	-	-	-	94,77½	- -	-	-	- 82,956	- -
June - -	16	-	2	1½	1	-	-	-	15,502½	- -	-	-	- 130,027½	- -
July - -	–	-	2	1½	1	-	-	-	31,435	- -	-	-	- 266,626	
August -	–	-	2	1½	1	-	-	-	27,152½	- -	-	-	- 245,640½	- -
September -	–	-	2	1½	1	-	-	-	16,263	- -	-	-	- 153,867½	- -
October* -	–	None.	2	1½	1	None.	1,599	2,482½	9,424	13,505½	None.	12,425½	32,574	83,941
November -	–		2	1½	1		1,443	2,261	7,144	10,848		11,144	28,444¼	61,474
December -	–	-	2	1½	1	-	1,58+½	2,188	5,907½	9,680	-	12,256¾	27,528½	50,834
1840:														
January	–	-	2	1½	1	-	1,860½	2,392	7,931	12,183½	-	14,145½	31,392¾	70,749

DATE.	Amount of Gross Receipts for Passengers.									Average Receipt for each Passenger.							Average Fare per Mile received for each Passenger.							
	Mail.	1st Class.			2d Class.			3d Class.			Mail.	1st Class.			2d Class.			3d Class.			Mail.	1st Class.			2d Class.			3d Class.		
1839:					£.	s.	d.								s.	d.									s.	d.				
May - -	-	-		-	612	16	5	-		-	-		-		1	3½		-			-		-		–	1¾				
June - -	-	-		-	729	4	8	-		-	-		-		–	11¼		-			-		-		–	1⅝				
July - -	-	-		-	1,349	13	5½	-		-	-		-		–	10¼		-			-		-		–	1¼				
August -	-	-		-	1,219	13	9	-		-	-		-		–	10¾		-			-		-		–	1¼				
September -	-	-		-	774	10	1	-		-	-		-		–	11¼		-			-		-		–	1⅛				
	None.	£.	s.	d.	£.	s.	d.	£.	s.	d.	None.	s.	d.		s.	d.	s.	d.			None.	s.	d.		s.	d.	s.	d.		
October -	-	97	8	10	203	16	4½	348	18	–½	-	1	2¾		1	7½	–	8¾			-	–	1⅝		–	1½	–	–⅞		
November -	-	88	4	5	178	12	7½	255	19	4	-	1	2½		1	7	–	8⅝			-	–	1⅞		–	1½	–	1		
December -	-	92	12	4½	171	10	4½	199	6	–	-	1	2		1	6¾	–	8			-	–	1⅝		–	1½	–	–⅞		
1840:																														
January -	-	113	6	–	187	3	10	277	19	9½	-	1	2¾		1	7	–	8½			-	–	1⅞		–	1⅜	–	–⅞		

* Previous to October last, no distinct reckoning was kept of the numbers travelling by each class respectively.

Dundee, 28 February 1840.

(signed) *Adam Symon*, Manager.

Passenger Traffic.

DATE.	Number of Miles.	Fare per Mile. 1st Class.	Fare per Mile. 2d Class.	Fare per Mile. 3d Class.	Number of Passengers. 1st Class.	Number of Passengers. 2d Class.	Number of Passengers. 3d Class.	Number of Passengers. Total.	Amount of Gross Receipts for Passengers. 1st Class.	Amount of Gross Receipts for Passengers. 2d Class.	Amount of Gross Receipts for Passengers. 3d Class.	Amount of Duty paid on Passengers.
1839:		*d.*	*d.*	*d.*					£. *s.* *d.*	£. *s.* *d.*	£. *s.* *d.*	£. *s.* *d.*
October -	16	2	1½	1	1,599	2,482	9,424	13,505	97 8 10	203 16 4½	348 18 –½	162 17 2
November -	16	2	1½	1	1,443	2,261	7,144	10,848	88 4 5	178 12 7½	255 19 4	
December -	16	2	1½	1	1,585	2,188	5,907	9,680	92 12 4½	171 10 4½	199 6 –	
1840:												
January -	16	2	1½	1	1,861	2,392	7,931	12,184	113 6 –	187 3 10	277 19 9½	49 13 6
February -	16	2	1½	1	1,724	1,949	5,606	10,279	105 17 9	156 7 10½	223 3 9½	45 19 1
March -	16	2	1½	1	1,503	1,658	9,398	12,569	96 5 10	135 15 11½	338 13 –	74 10 –
April - -	16¾	2	1½	1	998	1,940	15,466	18,404	75 3 5	114 18 1½	577 10 6	79 11 9
					10,713	14,870	61,876	87,469	668 18 7½	1,148 5 2	2,221 10 5½	412 11 6

DATE.	Average Receipt for each Passenger. 1st Class.	Average Receipt for each Passenger. 2d Class.	Average Receipt for each Passenger. 3d Class.	Average Fare per Mile received for each Passenger. 1st Class.	Average Fare per Mile received for each Passenger. 2d Class.	Average Fare per Mile received for each Passenger. 3d Class.	Duty per Mile on each Passenger. 1st Class.	Duty per Mile on each Passenger. 2d Class.	Duty per Mile on each Passenger. 3d Class.	Per-centage paid to Government. 1st Class.	Per-centage paid to Government. 2d Class.	Per-centage paid to Government. 3d Class.
1839:	*s.* *d.*	*s.* *d.*	*s.* *d.*	*d.*	*d.*	*d.*	*d.*	*d.*	*d.*			
October -	1 2¾	1 7½	– 8¾	1⅝	1½	–⅞	⅛	⅛	⅛	7½	8⅓	14½
November -	1 2½	1 7	– 8½	1⅞	1½	1	⅛	⅛	⅛	6⅗	8⅓	12½
December -	1 2	1 6¾	– 8	1⅝	1½	–⅞	⅛	⅛	⅛	7⅐	8⅓	14⅓
1840:												
January -	1 2¾	1 7	– 8⅕	1⅞	1⅜	–⅞	⅛	⅛	⅛	6⅗	9	14⅓
February -	1 2¾	1 7½	– 8⅛	1⅞	1½	–⅞	⅛	⅛	⅛	6⅗	8⅓	14⅓
March -	1 3¼	1 7⅓	– 8⅓	1⅞	1⅜	–⅞	⅛	⅛	⅛	6⅗	9	14⅓
April - -	1 6	1 2¼	– 8⅞	2	1¼	–⅞	⅛	⅛	⅛	6¼	10	14⅓

	£.	*s.*	*d.*
	668	18	7½
	1,148	5	2
	2,221	10	5½
Gross Revenue - - - -	£. 4,038	14	3

Duty paid - - - - 412 *l.* 11 *s.* 6 *d.* or 10 *l.* 4 *s.* 3¾ *d.* per cent.

	£.
Expense of constructing Works included under Parliamentary Estimate, about -	105,000
Expense of station-houses, engines, carriages, &c., not included in Parliamentary Estimates - - - - - - - - - - - - - -	23,000
£.	128,000

Length of Railroad, 16¾ miles; breadth of ditto at top of forming, 30 feet; breadth betwixt rails, 5 ft. 6 in.

Maximum fares for passengers, leviable under the Company's Act, 3 *d.* per mile, including locomotive power, &c.; exclusive of locomotive power, 2 *d.* per mile.

Appendix, No. 1.

Dundee and Arbroath Railway.

1.—RETURN showing the MAXIMUM FARES leviable on each Class of Passengers under the Authority of any Act of Parliament empowering the Company to levy the same; stating whether such Fares include the Use of the Company's Carriages and Locomotive Power.

Under the authority of Act 6 Will. 4, c. 32, this Company is empowered to charge the maximum rate of 2*d.* per mile for every passenger conveyed in or upon any waggon or carriage, exclusive of locomotive power; and including locomotive power and use of carriages, the maximum rate of 3*d.* per mile per passenger.

2.—RETURN showing the FARES which have been from time to time levied on each Class of Passengers, and the Effect which any Alteration thereon has had upon the Number of Passengers carried, or the Total Amount of Fares received; and also distinguishing the Charges made for Locomotive Power employed in conveying the same from the Tolls paid in respect thereof.

This Railway was opened on the 8th October 1838, from a station distant from Dundee about two miles and a half, and from Arbroath about 14 miles and a half. Omnibuses have been employed to carry the passengers from Dundee to the station referred to, and first and second class carriages only were used on the line for their conveyance to Arbroath up to the 3d of June last year, when the line was further extended to within a mile of Dundee. At this time third class carriages were put on the line, and the fares for each class respectively are given in the following Table, the omnibus fares being included in those of the first and second classes as therein stated.

TABLE of FARES and DISTANCES on the *Dundee* and *Arbroath* Railway.

STATIONS.	DUNDEE.				BROUGHTY FERRY.				MONIFIETH.				CARNOUSTIE.				EAST HAVEN.			
	Miles.	1st.	2d.	3d.	Miles.	1st.	2d.	3d.	Miles.	1st.	2d.	3d.	Miles.	1st.	2d.	3d.	Miles.	1st.	2d.	3d.
Broughty Ferry -	3¾	0/6	0/6	0/3																
Monifieth - -	6	1/0	0/9	0/6	2¼	0/6	0/3	0/2												
Carnoustie - -	10½	1/6	1/3	0/10	6¾	1/0	0/9	0/7	4½	0/8	0/6	0/4								
East Haven - -	12¼	1/9	1/6	1/0	8½	1/3	1/0	0/9	6¼	1/0	0/9	0/6	1¾	0/4	0/3	0/2				
Arbroath - -	16¾	2/6	2/0	1/4	13	2/0	1/6	1/1	10¾	1/6	1/3	0/10	6¼	1/0	0/9	0/6	4½	0/9	0/6	0/4

The combined results of the lower fares for the third class carriages, and closer proximity to the populous town of Dundee, have been for three corresponding months under the former and existing circumstances, respectively, as follows:

Without 3d Class.					With 3d Class.					Increase.			
During		£.	s.	d.			£.	s.	d.		£.	s.	d.
Nov. 1838	7,078	455	16	3	Nov. 1839	10,848	521	16	9	3,770	66	–	6
Dec. –	5,015	344	13	2	Dec. –	9,680	463	9	3	4,575	118	16	1
Jan. 1839	6,214	404	2	1	Jan. 1840	12,184	578	9	7½	5,970	174	7	6½
	18,307	1,204	11	6		32,702	1,563	15	7½	14,315	359	4	1½

TABLE of FARES and DISTANCES.

STATIONS.	DUNDEE.				BROUGHTY FERRY.				MONIFIETH.				CARNOUSTIE.				EAST HAVEN.			
	Miles.	1st.	2d.	3d.	Miles.	1st.	2d.	3d.	Miles.	1st.	2d.	3d.	Miles.	1st.	2d.	3d.	Miles.	1st.	2d.	3d.
Broughty Ferry -	3¾	0/6	0/1	0/3																
Monifieth - -	6	1/0	0/9	0/6	2¼	0/6	0/4	0/3												
Carnoustie -	10½	1/6	1/3	1/0	6¾	1/0	0/11	0/9	4½	0/8	0/7	0/6								
East Haven -	12¼	1/9	1/6	1/2	8½	1/3	1/2	1/0	6¼	1/0	0/10	0/8	1¾	0/4	0/3	0/2				
Arbroath - -	16¾	2/6	2/0	1/6	13	2/0	1/8	1/3	10¾	1/6	1/3	1/0	6¼	1/0	0/9	0/6	4½	0/9	0/6	0/4

3.—RETURN showing the MAXIMUM RATE of TOLLS leviable upon all Carriages used in conveying Private Carriages, Goods, Horses, or Live Stock along the said Railway.

For all lime to be used as manure, dung, or other manure, and all materials for making and repairing public highways, any sum not exceeding 2*d.* per ton per mile.

For lime and limestone to be used otherwise than as manure, coal, kennel, coke, culm, stones, &c. &c. 3*d.* per ton per mile.

For all sugar, corn, grain, flour, timber, stones, bar iron, and other metals, &c. &c. 4*d.* per ton per mile.

For all manufactured goods, drugs, and other wares or merchandize, &c. &c. 6*d.* per ton per mile.

For all silks, muslins, gold and silver plate, glass, &c. &c. &c. five per cent. on the value thereof.

4.—RETURN showing the RATE of TOLLS which have been from time to time levied on any Carriage used in conveying Passengers, Private Carriages, Goods, Horses, &c. along the said Railway, whether such Goods, Private Carriages, Horses, and Live Stock were conveyed on account of the Company, or on account of Private Carriers.

For lime used as manure, dung, bone-dust, &c. &c. 1½*d.* per ton per mile.

For all timber, stones, brick, &c. &c. 2*d.* per ton per mile.

For all ashes, beef, butter, bleaching powder, fish, grain, malt liquors, &c. &c. &c. 2½*d.* per ton per mile.

For all sugars, wines, spirits, and such other liquors, and oils, &c. &c. 3*d.* per ton per mile.

5.—RETURN showing the MAXIMUM RATES leviable by the Company, as Carriers, for the Carriage of Goods, Horses, or Live Stock along the said Railway.

In addition to the foregoing rates which this Company is empowered to charge for tolls, they are also empowered to charge such rates for loading, unloading, use of cranes, locomotive power, &c. &c. as carriers, such reasonable sum as they shall from time to time fix.

6.—RETURN showing the RATES which have been from time to time charged by the said Company, as Carriers, for the conveyance of Private Carriages, Goods, Horses, or Live Stock, by the Company.

The rates charged by this Company for the conveyance of goods, &c. as carriers, are as follows, viz.

For lime to be used as manure, dung, bone-dust, &c. &c. 3*d.* per ton per mile.

For timber, stone, brick, &c. &c. 3½*d.* per ton per mile.

For ashes, beef, butter, bleaching powder, fish, &c. 4*d.* per ton per mile.

For sugars, wines, spirits, and such other liquors, and oils, &c. &c. 4½*d.* per ton per mile.

7.—RETURN showing the GROSS AMOUNT received for each of the Years 1837, 1838, and 1839, under the several Heads:—1st. Of Tolls. 2d. For the Conveyance of Passengers. 3d. For the Conveyance of Goods.

The gross receipts of this Company from opening on 8th October 1838 to 1st May 1839, are as follows, viz.

	£.	s.	d.
For conveyance of passengers	3,013	2	10½
For conveyance of goods	74	18	11½
£.	3,088	1	10

And from 1st May 1839 to 1st February 1840:

	£.	s.	d.
For conveyance of passengers	6,881	11	5½
For conveyance of goods	334	8	4
£.	7,215	19	9½

Note.—As this line has not yet been completed, the quantity of goods conveyed has been very limited, and always attached to the passenger trains.

8.—RETURN showing the POWERS which the Company have of charging Locomotive Power, and in what manner they have charged the same.

This Company is empowered by their Act to make any reasonable charge for locomotive power which the committee of management may from time to time think proper, but they are expressly prohibited from charging at any time for passengers more than 3*d.* per mile, all charges included.

Appendix, No. 1.

Dundee and Arbroath Railway.

Not received.

9.—RETURN of all RULES made to regulate the conveyance of Goods, whether the same relate to Goods carried by the Company or by Private Carriers.

The only "rules made to regulate the conveyance of goods" by this Company, are given in the printed schedule herewith forwarded, to which also reference is made for a more detailed statement of the goods classification.

10.—RETURN showing the OUTGOINGS of each Railway, distinguishing the Outgoings incurred by each Railway as Owners thereof, and distinguishing those Outgoings which they have incurred as the Carriers of Passengers from those which they have incurred as the Carriers of Goods, and setting forth the several Branches of each of the aforesaid Sources of Expenditure.

From the note to the 7th Return, it will appear that no distinct account can be made up of the cost of conveying the goods exclusively on this line of railway. The outgoings incurred from the opening on 8th October 1838 to 1st May 1839, when the Company's books were balanced and the net profits shown, are as follows:

	£.	s.	d.
Engine expenditure	551	4	1½
Carrying account	244	18	3
Salaries of officers, &c.	394	5	5
Office expenditure and miscellaneous charges	196	15	8
£.	1,387	3	5½

11.—RETURN showing the GROSS and NET PROFITS of the Company for the said Years 1837, 1838, and 1839.

Net profits at balance on 1st May 1839 - - - £. 1,334 17 4½

Dundee, 27 February 1840. (signed) *Adam Symon*, Manager.

RATES OF CHARGES for Conveyance of Goods by the *Dundee* and *Arbroath* Railway Company.

	Description of Goods.	Rates per Ton per Mile.			
		Tonnage.	Haulage.	Use of Waggon.	Whole Charge.
		d.	d.	d.	d.
1	For all lime to be used as manure, dung, bone-dust, or other manure, and all materials for making and repairing public highways	1½	1	–½	3
2	For all timber, stone, sand, brick, pavement, slates, lime, earth, pig-iron and lead, sulphur, coals, coke, charcoal, cinders, and for all turnips and potatoes in bulk, grass, straw, and hay	2	1	–½	3½
3	For all ashes, beef, butter, bleaching powder, fish, flour, grease, malt liquors, manganese, seeds, tallow, and tar, in casks; salmon and soap, in boxes; grain, salt, potatoes, and meal, in sacks; dye-woods, cotton, wool, flax, tow, codilla, yarns, hemp, hides, bale goods, tanners' bark, timber, metal work, and machinery	2½	1	–½	4
4	For all sugars; wines, spirits, and such other liquors, and oils, in casks; and for all wares, merchandise, articles, matters, or things not otherwise herein specified	3	1	–½	4½

Parcels will be charged 4*d.* and upwards, according to size and weight, which, together with all silks, muslins, gold and silver plate, glass, china, earthenware, jewellery, watches, pictures, musical instruments, furniture, wearing apparel, and other articles, requiring, from their value or their quality, especial attention and care, and all hazardous and brittle articles, uninsured, will be conveyed at the risk of the owners.

Dangerous

Dangerous commodities, such as gunpowder, vitriol, aquafortis, &c. will be charged by special agreement; and parties failing to mark and enter these as such will subject themselves to a penalty of 5*l.* sterling.

The Company give notice that they will not be answerable for any loss or damage to any goods in their hands as carriers, or in their stations or warehouses, arising from fire, the act of God, or civil commotion, or for injury to any animals sent by their trains; at the same time, due precaution will be used to secure their safe conveyance.

In case of any dispute as to the rates, &c. to be charged for any commodities, the decision of the Manager of the Company as to the same shall be final.

By order of the Directors,

Dundee, 1 March 1839. (signed) *Adam Symon*, Manager.

The foregoing is referred to in the ninth return of the accompanying document.

(8.)—DUNDEE AND NEWTYLE RAILWAY.

A RETURN showing the Number of Passengers carried; of the Miles travelled; of the Money received; of the Average Receipt per Mile from each Passenger, for each Month, from April 1839 to the end of January 1840.

DATE.	Number of Miles opened to the Public.	Fare per Mile.				Number of Passengers.					Number of Miles Travelled.			
		Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.	Total.	Mail.	1st Class.	2d Class.	3d Class.
1839:			*d.*	*d.*	*d.*									
May -	10¼	-	1·756	1·463	1·170	-	81	1,099	5,520	6,700	-	760	8,156	47,989
June -	–	-	1·756	1·463	1·170	-	133	1,245	5,332	6,710	-	1,243	10,330	48,864
July -	–	-	1·756	1·463	1·170	-	125	1,652	6,739	8,516	-	1,222	12,005	60,653
August -	–	None.	1·756	1·463	1·170	None.	107	1,748	7,786	9,641	None.	1,055	13,393	71,839
September	–		1·756	1·463	1·170		103	1,291	4,987	6,381		1,010	9,974	43,330
October -	–		1·756	1·463	1·170		67	932	4,175	5,174		622	7,141	36,665
November	–		1·756	1·463	1·170		62	959	4,388	5,409		582	7,086	40,114
December	–	-	1·756	1·463	1·170	-	49	724	3,554	4,327	-	462	5,732	32,523
1840:														
January -	–	-	1·756	1·463	1·170	-	36	768	3,768	4,572	-	361	6,062	34,361

DATE.	Amount of Gross Receipts for Passengers.									Average Receipt for each Passenger.				Average Fare per Mile received for each Passenger.			
	Mail.	1st Class.			2d Class.			3d Class.									
		£.	*s.*	*d.*	£.	*s.*	*d.*	£.	*s.*	*d.*								
1839:												*d.*	*d.*	*d.*		*d.*	*d.*	*d.*
May -	-	5	14	6	53	–	6	236	2	4	-	16·962	11·579	10·084	-	1·807	1·563	1·180
June -	-	9	9	9	59	8	6	240	10	1	-	17·120	11·455	10·825	-	1·863	1·380	1·181
July -	-	9	1	9	82	13	3	301	14	2	-	17·448	12·208	10·745	-	1·784	1·652	1·193
August -	None.	7	16	6	90	15	9	350	17	2	None.	17·551	12·465	10·815	None.	1·780	1·626	1·172
September		7	10	6	67	7	3	216	11	4		17·533	12·522	10·422		1·788	1·620	1·199
October -		4	14	6	48	15	9	176	18	2		16·925	12·563	10·169		1·823	1·639	1·158
November		4	8	6	47	10	6	191	12	8		17·129	11·893	10·481		1·825	1·609	1·146
December	-	3	9	9	38	11	3	151	8	5	-	17·081	12·783	10·225	-	1·811	1·614	1·117
1840:																		
January -	-	2	13	3	40	11	–	161	3	11	-	17·75	12·671	10·267	-	1·770	1·605	1·125

Note.—There are a number of coach seats contracted for by the year at 25 per cent. below the usual fares, and those seats are included in the third class in the above statement.

Appendix, No. 1.

Dundee and Newtyle Railway.

1.—RETURN showing the MAXIMUM FARES leviable on each Class of Passengers under the Authority of any Act of Parliament empowering the Company to levy the same, stating whether such Fares include the Use of the Company's Carriages and Locomotive Power.

By 7 Geo. 4, c. 101, s. 60, "the Company are empowered to establish carriages for the conveyance of passengers, and to demand and receive such rates for the conveyance of passengers therein, not exceeding 3*d.* per mile for each passenger carried in such carriage, as the said Company may think fit."

By 6 & 7 Will. 4, c. 102, s. 11, the Company are empowered to charge "for all passengers carried or conveyed up or down any of the inclined planes on the said railway, or part of such inclined planes, such sum or sums as the said Company shall from time to time appoint, not exceeding 1*s.* for each passenger so carried or conveyed, over and above the rate for such passengers authorized by the first recited Act."

The above fares include the use of the Company's carriages and locomotive power.

2.—RETURN showing the FARES which have been from time to time levied on each Class of Passengers, and the Effect which any Alteration thereon has had upon the Number of Passengers carried, or the Total Amount of Fares received; and also distinguishing the Charges made for Locomotive Power employed in conveying the same from the Tolls paid in respect thereof.

Fares charged from the opening of the Railway on the 16th December 1831 to the 31st July 1836.

——	Whole Distance.	Two-thirds.	One-third.
	s. d.	*s. d.*	*s. d.*
First Class - -	1 6	1 –	– 9
Second Class - -	1 –	– 9	– 6

From 1 August 1836 to 31 October 1836.

——	Whole Distance.	Three-fourths.	Two-fourths.	One-fourth.
	s. d.	*s. d.*	*s. d.*	*s. d.*
Extra First Class - - -	1 8	1 6	1 3	1 –
First Class - - - -	1 6	1 3	1 –	– 9
Second Class - - - -	1 3	1 –	– 9	– 6

From 1 November 1836 to 12 May 1837.

——	Whole Distance.	Three-fourths.	Two-fourths.	One-fourth.
	s. d.	*s. d.*	*s. d.*	*s. d.*
Extra First Class - - -	1 8	1 6	1 3	1 –
First Class - - - -	1 6	1 3	1 –	– 9
Second Class - - - -	1 3	1 –	– 9	– 6
Third Class - - - -	1 –	– 9	– 6	– 6

From 15 May 1837 up to and at the present time.

——	Whole Distance.	Three-fourths.	Two-fourths.	One-fourth.
	s. d.	*s. d.*	*s. d.*	*s. d.*
First Class - - - -	1 6	1 3	1 –	9
Second Class - - - -	1 3	1 –	– 9	– 6
Third Class - - - -	1 –	– 9	– 6	– 6

STATEMENT showing the Effect which an Alteration in the Fares had in the Years 1836 and 1837.

——	Passengers.	Amount.	——
		£. s. d.	
Half-year ending 30 June 1836 -	27,458	1,156 2 6	
Ditto - - ditto - 1837 -	23,244	1,109 18 1	- Fares raised 1st August 1836.
Deficiency in first half of 1837 -	4,214	46 4 5	
Half-year ending 30 Dec. 1837 -	33,272	1,492 8 –	- - Fares reduced 15th May 1837.
Ditto - - ditto - 1836 -	24,002	1,255 6 9	
Increase in second half-year of 1837 -	9,270	237 1 3	

No tolls for locomotive power on this Railway; the Company are the sole carriers of goods and passengers.

3.—RETURN showing the MAXIMUM RATE of TOLLS leviable upon all Carriages used in conveying Private Carriages, Goods, Horses, or Live Stock along the said Railway.

BY 7 Geo. 4, c. 101, s. 56, the Company are empowered "to ask, demand, take, recover, and receive, to and for the use and benefit of the said Company, for all goods, wares, merchandise, and other things which shall be by them carried and conveyed upon the said railway, or upon any part thereof, the rates, tolls, and duties hereinafter mentioned; that is to say, such sum as the said Company shall from time to time direct and appoint, not exceeding the sum of 6*d.* per ton per mile, and so on in proportion of any less distance than a mile; and in all cases where there shall be a fraction of a quarter of a mile in the distance which any waggon, cart, or other carriage shall pass upon the said railway or tramroad, such fraction shall be deemed and considered as a whole quarter of a mile, and any such waggon, cart, or carriage travelling such fraction of a quarter of a mile shall be charged with tonnage duty for one whole quarter of a mile, and in all cases where there shall be a fraction of a ton a proportional rate shall be demanded and taken for such fraction."

By 6 & 7 Will. 4, c. 102, s. 8, the Company are empowered "to ask, demand, take, recover, and receive, to and for the use and benefit of the said Company, for all goods, wares, and merchandise, and other things which shall be by them carried and conveyed upon the said railway, or upon any part thereof, and loaded or unloaded into or from the waggons, carts, or other carriages, the rates, tolls, and duties hereinafter mentioned, in place of the rates, tolls, and duties authorized by the said first recited Act; that is to say, such sum as the said Company, or the committee of the said Company, shall direct and appoint, not exceeding what is set forth in the schedule marked (A.), hereunto annexed; and in all cases where there shall be a fraction of a quarter of a mile in the distance which any goods, wares, and merchandise, and other things, shall be conveyed upon the said railway, such fraction shall be deemed and considered as a whole quarter of a mile, and such goods, wares, merchandise, and other things conveyed such fraction of a quarter of a mile, shall be charged with tonnage duty for one whole quarter of a mile, and in all cases where there shall be a fraction of a quarter of a ton, the proportionate rate for a whole quarter of a ton shall be demanded and taken for such fraction."

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Dundee and Newtyle Railway.

Section 11.—The Company are empowered to demand, levy, and receive, for and in respect of the use of the several stationary steam-engines, and ropes and machinery used on the several inclined planes on the said railway, and the expenses of upholding the same, for all goods, wares, and merchandises, and other things carried or conveyed up or down the two inclined planes at the north and the south extremities of the line, or either of them, or part of either of such inclined planes, such sum or sums as the said Company shall from time to time appoint, not exceeding 1*s.* for each ton or fraction of a ton, or for each barrel bulk of five cubic feet, or part of a barrel bulk, for each of the said inclined planes on which or on part of which such goods, wares, and merchandises, or other things, shall be so carried or conveyed, over and above the rates and duties hereinbefore authorized.

SCHEDULE (A), referred to in the above Excerpt.

Schedule of Rates, Tolls, and Duties which may be demanded and recovered for all Goods, Wares, and Merchandises, and other Things which shall be carried or conveyed upon the Railway, or any part thereof.

FOR all stones, coal, lime, slates, bricks, tiles, bones, bone-manure or other manure, and for all grain, malt, flour, meal, potatoes, grass, and hay, and other agricultural produce, and for all timber, iron, lead, copper, and other metals, and for all other heavy commodities not specially mentioned in this schedule, at the rate of 6*d.* for each ton for each mile, and so proportionally for a distance greater or less than a mile; but if any parcel of such stones or other things before enumerated shall be of less weight than half a ton, the charge may either be according to the rates before specified, or at the rate of 3*d.* for each barrel bulk of five cubic feet for each mile, each fraction of five cubic feet being reckoned as five cubic feet complete.

For all flax, hemp, tow, yarn, and wool, and for all linen, cotton, and woollen cloth; and for all ale, porter, spirits, wines, oil, butter, cheese, paper in packages, sugar, soap, tea, and other grocery goods; and for all barrels or crates of glass, or china or earthenware, and for all other such articles of merchandise not specially mentioned in this schedule; and for all household furniture, and for all musical instruments; and for all other light and bulky commodities not specially mentioned in this schedule, at the rate of 1*s.* for each ton for each mile, and so proportionally for a distance greater or less than a mile; but if any parcel of such flax or other things before enumerated shall be of less weight than half a ton, the charge may either be according to the rates before specified or at a rate of 6*d.* for each barrel bulk of five cubic feet for each mile, each fraction of five cubic feet being reckoned as five cubic feet complete.

For each head of oxen, cows, or other neat cattle, 6*d.* for each mile, and so proportionally for a distance greater or less than a mile.

For each sheep, lamb, calf, or pig, 3*d.* for each mile, and so proportionally for a distance greater or less than a mile.

For all silks, muslins, gold and silver plate, glass, china, earthenware, jewellery, watches, pictures, musical instruments, and other articles requiring from their value or their quality special attention and care, 10 per centum on the value thereof over and above the rates already specified.

For all goods loaded by the Company's servants, or unloaded by them, from or into the waggons, carts, or other carriages, 6*d.* per ton for the labourage over and above the rates before specified, or if the quantity loaded or unloaded be less than half a ton in weight, then 2*d.* for each barrel bulk of five cubic feet.

4.—RETURN showing the RATE of TOLLS which have been from time to time levied on any Carriage used in conveying Passengers, Private Carriages, Goods, Horses, or Live Stock along the said Railway, whether such Goods, Private Carriages, Horses, and Live Stock were conveyed on account of the Company, or on account of Private Carriers.

For fares charged for passengers, *see* Return, No. 2.
For rates for goods, &c. as follows; viz.

Goods and passengers all on account of the Company, as before stated.

TABLE of RATES of TONNAGE, 18th February 1832, being the opening of the Railway for Goods.

—		If conveyed any distance not exceeding 4 Miles.	If conveyed any distance exceeding 4, and not exceeding 7 Miles.	If conveyed any distance beyond 7 Miles.	For any distance.
		d.	*d.*	*d.*	*d.*
1	For all coals and lime, for all grain, flour, meal, and potatoes, and for all other descriptions of agricultural produce, excepting hay -	4 p' ton p' mile.	3½ p' ton p' mile.	3 p' ton p' mile.	
2	For all manure - - - - -	2½ —	2 —	1½ —	
3	For all stones, bricks, tiles, and slates	- -	- -	- -	1½ p' ton p' mile.
4	For all cinders and hay - -	6 —	5 —	4 —	
5	For all timber from any place in the country to Dundee - - -	- -	- -	-	3 —
6	For all timber from Dundee, for all iron, wrought or unwrought, for all flax, hemp, tow, yarn, and cloth, and for all other descriptions of merchandise not before specified.	5 —	4½ —	4 —	

Note.—The Railway Company will furnish carriages, and will convey any of the before-mentioned descriptions of goods, excepting manure, to or from their depôt in wards of Dundee, to or from any place within the ancient royalty of Dundee, exclusive of porterage, for 6*d.* per ton, but under this express condition, that no parcel or piece of goods of less weight than half a ton shall be thus carried for a smaller sum than 3*d.*

TABLE of RATES, from 11 May 1832.

—		Any distance under 4 Miles.	Above 4 and under 7 Miles.	Above 7 Miles.	For any distance.
		d.	*d.*	*d.*	*d.*
1	For coals, lime, and bone-dust, and for potatoes, turnips, grass, and other such agricultural produce, excepting hay - - - -	3½ p' ton p' mile.	3 p' ton p' mile.	2½ p' ton p' mile.	
2	For grain, malt, flour, and meal -	4 —	3½ —	3 —	
3	For manure - - - - - -	2½ —	2 —	1½ —	
4	For cattle, sheep, calves, lambs, and swine - - - - - -	- -	- -	-	3 p' ton p' mile.
5	For stones above 1 ton weight, for pavement, wrought stones, rough soles, lintels, jambs, and mantels	- -	- -	- -	2 —
6	For stones under 1 ton weight, and for bricks, tiles, and slates - -	2 —	1½ —	1½ —	
7	For cinders, sheep-flakes, and hay -	6 —	5 —	4 —	
8	For timber from the country to Dundee - - - - - -	- -	- -	- -	3 —
9	For timber from Dundee, and for iron, wrought or unwrought -	5 —	4½ —	4 —	
10	For flax, hemp, tow, yarn, and cloth, and for all other descriptions of merchandise not before specified -	4 —	3½ —	3 —	

For conditions, *see* last Table, at foot.

Appendix, No. 1.

Dundee and Newtyle Railway.

TABLE of RATES, 1 September 1832.

—		Any distance under 4 Miles.	Above 4 and under 7 Miles.	Above 7 Miles.	For any distance.
		d.	*d.*	*d.*	*d.*
1	For coals, lime, and bone-dust, and for potatoes, turnips, grass, and other such agricultural produce, excepting hay	3½ p' ton p' mile.	3 p' ton p' mile.	2½ p' ton p' mile.	
2	For grain, malt, flour, and meal	4 —	3½ —	3 —	
3	For manure	2½ —	2 —	1½ —	
4	For cattle, sheep, calves, lambs, and swine	- -	- -	- -	3 p' ton p' mile.
5	For pavement and gray slates	3½ —	3 —	3 —	
6	For stones above 1 ton weight, for wrought stones, rough soles, lintels, jambs, mantels, steps, and other stones fit for being hewn	3 —	2½ —	2 —	
7	For building stones under 1 ton weight, and for bricks, tile, and blue slates	2½ —	2 —	1½ —	
8	For cinders, sheep-flakes, and hay	6 —	5 —	4 —	
9	For timber from the country to Dundee	- -	-	-	3 —
10	For timber from Dundee, and for iron, wrought or unwrought	5 —	4½ —	4 —	
11	For flax, hemp, tow, yarn, and cloth, and for all other descriptions of merchandise not before specified	4 —	3½ —	3 —	

For conditions, *see* first Table.

TABLE of RATES, from 1 January 1834.

—		Any Distance under 4 Miles.	4 Miles and under 7 Miles.	7 Miles and above.
		d.	*d.*	*d.*
1	For potatoes, coals, lime, and bone-dust	4 p' ton p' mile.	3½ p' ton p' mile.	3 p' ton p' mile.
2	For turnips, grass, and other such agricultural produce (excepting potatoes and hay)	3½ —	3 —	2½ —
3	For grain, malt, flour, and meal	4 —	3½ —	3 —
4	For manure	3 —	2½ —	2 —
5	For pavement and gray slates	4 —	3½ —	3 —
6	For stones above 1 ton weight, and for wrought stones	3½ —	3 —	2½ —
7	For rough soles, lintels, jambs, mantels, steps, and other stones fit for being hewn, and for bricks, tiles, and blue slates	3 —	2½ —	2 —
8	For building stones under 1 ton weight, not included under articles 6 and 7	2½ —	2 —	1½ —
9	For cinders, sheep-flakes, and hay	6 —	5 —	4 —
10	For timber and for iron, wrought or unwrought	5 —	4½ —	4 —
11	For spirits, ale, porter, oil, furniture, and for all kinds of groceries	6 —	6 —	6 —
12	For flax, hemp, tow, yarn, and cloth, and for all other descriptions of merchandise not before specified	4 —	3½ —	3 —

Passengers by the coaches allowed two stone weight each.

Quantities of goods of classes 11 and 12 of less weight than half a ton to be considered as parcels, and charged accordingly.

For the rest of the conditions, *see* first Table.

RATES of TONNAGE, &c. on and after 1 September 1836.

—		Tonnage.	Law inclined Plane.	Hatton inclined Plane.	Loading and Unloading, Weighing, &c.	Storing or Warehousing*.
		d.	*d.*	*d.*	*d.*	*d.*
1	For potatoes	2½ p'ton p'mile.	4 p' ton	4 p' ton	4 p' ton	3 p' ton p'week.
2	For coals and lime	2½ —	4 —	4 —	3 —	2 —
3	For bones	2¾ —	4 —	4 —	3 —	2 —
4	For bone-dust	2½ —	4 —	4 —	4 —	4 —
5	For turnips, grass, and other such agricultural produce (excepting potatoes and hay)	2 —	4 —	4 —	4 —	4 —
6	For grain, malt, flour, and meal	2½ —	4 —	4 —	4 —	4 —
7	For manure	1½ —	4 —	4 —	2 —	2 —
8	For pavement and gray slates	3 —	4 —	4 —	2 —	3 —
9	For stones above 1 ton weight, and for wrought stones	2 —	4 —	4 —	3 —	4 —
10	For rough soles, lintels, jambs, mantels, steps, coursers, and for other stones fit for being hewn	1¾ —	4 —	4 —	2 —	3 —
11	For bricks, tiles, and blue slates	1¾ —	4 —	4 —	4 —	4 —
12	For rubble stones	1 —	4 —	4 —	2 —	3 —
13	For cinders, sheep-flakes, and hay	4 —	4 —	4 —	5 —	5 —
14	For timber, squared or in planks	3 —	4 —	4 —	5 —	6 —
15	For timber, rough	3½ —	4 —	4 —	6 —	6 —
16	For machinery, hardware, and iron castings, lead, copper, and brass	3½ —	4 —	4 —	6 —	6 —
17	For iron in bars, and for other heavy commodities not before specified	3 —	4 —	4 —	4 —	4 —
18	For flax, hemp, tow, yarn, wool, and linen cloth	2½ —	4 —	4 —	4 —	6 —
19	For cotton and woollen cloths	3 —	4 —	4 —	4 —	6 —
20	For ale, porter, oil, sugar, soap, tea, and for all kinds of groceries	5 —	6 —	6 —	6 —	8 —
21	For spirits and wines	6 —	6 —	6 —	6 —	1*s.* —
22	For household furniture, and for all other light and bulky commodities not before specified	6 —	6 —	6 —	6 —	1*s.* —
23	For silks, muslins, gold and silver plate, glass, china, earthenware, jewellery, watches, pictures, musical instruments, wearing apparel, and other articles requiring, from their value or quality, special care or attention	1*s.* —	1*s.* —	1*s.* —	6 —	2*s.* —
24	For oxen, cows, or neat cattle	4 p'head p'mile.				
25	For sheep, calves, and pigs	-½ —				
26	For lambs	-¼ —				

* Charges for depositing or storing any goods or articles upon any of the wharfs, depôts, warehouses, or storing places of the Company are for each week, or portion of a week, counting from 24 hours after the arrival of such articles at their places of destination upon the railway.

Quantities of any of the above goods of less weight than half a ton to be considered as parcels, and charged accordingly.

In all cases where there is a fraction of a quarter of a ton, the proportionate rate for a whole quarter of a ton to be charged for such fraction.

Goods carried less distance than one mile, the rates to be charged as upon one mile complete.

For all silks, muslins, gold and silver plate, glass, china, earthenware, jewellery, watches, pictures, musical instruments, wearing apparel, and other articles requiring (from their value or

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or (quality) special attention or care, a special insurance upon the value thereof (not exceeding 10 per centum upon such value) must be paid, over and above the rates hereinbefore specified.

All stones, pavement, gray slates, and manure must be loaded into the waggons or carriages by the parties requiring such articles to be conveyed along the railway, as the charge made upon these articles is only to cover the weighing and unloading, or other labourage, after such articles arrive at their destination; and if such articles are left at any station where there is not a proper depôt for their being emptied, then they must also be emptied by the parties sending or receiving the same.

Passengers by the coaches allowed 20 lbs. weight each as personal luggage.

RATES of Tonnage, Storing, or Warehousing, &c. on and after the 14th of March 1838.

		Tonnage.	Law Inclined Plane.	Hatton Inclined Plane.	Cost between Dundee and Newtyle, exclusive of Carriage and Labourage.	Weighing and other Labourage.		Storing or Warehousing.
						If only at Loading end.	If only at Unloading end.	
		s.	*d.*	*d.*	*s. d.*	*d.*	*d.*	*d.*
1	For potatoes (in bulk)	2½ p'ton p'mile.	4 p'ton	4 p'ton	2 10 p'ton	2 p'ton	2 p'ton	4 p'ton p'week.
2	For potatoes in sacks, grain, grass, and other such agricultural produce (excepting hay)	2¼ —	2 —	2 —	2 4 —	2 —	2 —	4 —
3	For coals and lime	2½ —	3 —	3 —	2 8 —	2 —	1 —	2 —
4	For bones	2¾ —	4 —	4 —	3 1 —	2 —	1 —	2 —
5	For bone-dust	2½ —	4 —	4 —	2 10 —	2 —	2 —	4 —
6	For malt, flour, and meal	2½ —	3 —	3 —	2 8 —	2 —	2 —	4 —
7	For manure	1½ —	4 —	2 —	1 10 —	1 —	1 —	2 —
8	For pavement and gray slates	2½ —	3 —	4 —	- -	- -	2 —	3 —
9	For stones above 1 ton weight, and for wrought stones	2 —	3 —	4 —	- -	- -	2 —	4 —
10	For rough soles, lintels, jambs, mantels, steps, coursers, and for other stones fit for being hewn	1¾ —	3 —	4 —	- -	- -	2 —	3 —
11	For a waggon-load of stones, whether in one or more pieces, if it shall exceed 3 tons net weight	4 —	4 —	4 —	- -	- -	4 —	6 —
12	For bricks, tiles, and blue slates	1¾ —	4 —	4 —	2 1 —	2 —	2 —	4 —
13	For rubble stones	1 —	3 —	4 —	- -	- -	2 —	3 —
14	For cinders, sheep-flakes, and hay	4 —	4 —	4 —	4 2 —	2½ —	2½ —	5 —
15	For timber, squared or in planks	3 —	3 —	3 —	3 1 —	3 —	2 —	6 —
16	For timber, rough	3½ —	3 —	3 —	3 7 —	3 —	3 —	6 —
17	For railway sleepers and pit-props, cut in lengths	2½ —	3 —	3 —	2 8 —	2 —	2 —	3 —
18	For machinery, hardware, and iron castings, lead, copper, and brass	3½ —	4 —	4 —	3 9 —	3 —	3 —	6 —
19	For iron in bars, and for other heavy commodities not before specified	3 —	4 —	4 —	3 3 —	2 —	2 —	4 —
20	For flax, hemp, tow, yarn, wool, and linen cloth	2½ —	3 —	3 —	2 8 —	2 —	2 —	6 —
21	For cotton and woollen cloths	3 —	4 —	4 —	3 3 —	2 —	2 —	6 —
22	For ale, porter, oil, sugar, soap, tea, and for all kinds of groceries	5 —	6 —	6 —	5 4 —	3 —	3 —	8 —
23	For spirits and wines	6 —	6 —	6 —	6 3 —	3 —	3 —	1*s.* —
24	For household furniture, and for all other light and bulky commodities not before specified	6 —	6 —	6 —	6 3 —	3 —	3 —	1*s.* —
25	For silks, muslins, gold and silver plate, glass, china, earthenware, jewellery, watches, pictures, musical instruments, wearing apparel, and other articles requiring, from their value or quality, special care or attention	1*s.* —	1*s.* —	1*s.* —	12 6 —	3 —	3 —	2*s.* —
26	For oxen, cows, or neat cattle	4 p'head p'mile.	- -	- -	3 6 per head.			
27	For sheep, calves, and pigs	-½ —	- -	- -	- 5¼ —			
28	For lambs	-¼ —	- -	- -	- 2¾ —			

The charges for depositing or storing any goods or articles upon any of the wharfs, depôts, warehouses, or storing places of the Company are for each week, or portion of a week, counting from 24 hours after the arrival of such articles at their places of destination upon the railway.

Quantities

Quantities of any of the above goods of less weight than half a ton to be considered as parcels, and charged accordingly.

In all cases where there is a fraction of a cwt. the proportionate rate for a whole cwt. is to be charged for such fraction.

Goods carried a less distance than one mile, the rates to be charged upon one mile complete.

For all silks, muslins, gold and silver plate, glass, china, earthenware, jewellery, watches, pictures, musical instruments, wearing apparel, and other articles requiring (from their value or quality) special attention or care, a special insurance upon the value thereof (not exceeding 10 per cent. upon such value) must be paid, over and above the rates of carriage hereinbefore specified.

All stones, pavement, gray slates, and manure must be loaded into the waggons or carriages by the parties requiring such articles to be conveyed along the railway, as the charge made upon these articles is only to cover the weighing and unloading, or other labourage, after such articles arrive at their destination; and all articles left at any station where the Company have not a depôt for their being emptied, must be emptied by the parties sending or receiving the same.

Passengers by the coaches allowed 20 lbs. weight each as personal luggage.

5.—RETURN showing the Maximum Rates leviable by the Company, as Carriers, for the Carriage of Goods, Horses, or Live Stock along the said Railway.

Given in Return, No. 3.

6.—RETURN showing the Rates which have been from time to time charged by the said Company, as Carriers, for the conveyance of Private Carriages, Goods, Horses, or of Live Stock by the Company.

Given in Return, No. 4.

7.—RETURN showing the Gross Amount received for each of the Years, 1837, 1838, and 1839, under the several Heads:

1. Of Tolls.
2. For the Conveyance of Passengers.
3. For the Conveyance of Goods.

	1837.	1838.	1839.
	£. s. d.	£. s. d.	£. s. d.
Tolls - - - - - -	None.	None.	None.
Passengers - - - - -	2,598 5 4	2,865 3 4½	3,207 15 4½
Goods - - - - -	4,160 2 6	4,907 13 4	4,470 2 8

8.—RETURN showing the Powers which the Company have of charging Locomotive Power, and in what manner they have charged the same.

— None. —

9.—RETURN of all Rules made to regulate the Conveyance of Goods, whether the same relate to Goods carried by the Company, or by Private Carriers.

Vide Bye-laws (printed copy enclosed) particularly clauses 6, 7, and 8. *Not received.*

10.—RETURN showing the Outgoings of each Railway, distinguishing the Outgoings incurred by such Railway as Owners thereof, and distinguishing those Outgoings which they have incurred as the Carriers of Passengers from those which they have incurred as the Carriers of Goods, and setting forth the several Branches of each of the aforesaid Sources of Expenditure.

No separate account kept, this being a single line of railway, and the goods and coaches wrought indiscriminately.

Appendix, No. 1.

The following is a Statement of the Revenue and Expenditure made up to the end of the Month nearest the time prescribed by the Company's first Act of Parliament, from 1 May 1836 to 31 October 1839; viz.

PERIOD.	REVENUE.												Expenditure.			Overplus.		
	Goods.				Passengers.				Parcel Waggons, Rents, &c.				Total.			Working Expense.					
	Tons.	*Cwts.*	£.	*s.*	*d.*	*No.*	£.	*s.*	*d.*	£.	*s.*	*d.*	£.	*s.*	*d.*	£.	*s.*	*d.*	£.	*s.*	*d.*
1st May 1836 to 30th April 1837	37,097	17	3,714	–	2	48,444	2,428	11	1	239	4	1	6,381	15	4	5,220	7	8	1,161	7	6
1st May 1837 to 30th April 1838	41,231	6	4,258	16	11	55,650	2,551	4	11	222	15	3	7,032	17	1	5,587	10	–	1,445	7	1
1st May 1838 to 30th April 1839	47,929	16	5,023	7	8	68,169	3,165	18	4½	207	2	5	8,396	8	5½	6,342	–	6	2,054	7	11½
1st May 1839 to 31st October 1839 (half year)	23,865	12	2,542	15	11	43,122	2,001	12	7½	117	11	11	4,662	–	5½	3,780	16	10	881	3	7½

11.—RETURN showing the GROSS and NET PROFITS of the Company for the said Years, 1837, 1838, and 1839.

No profits have as yet been realized, the above surplus having been applied to finishing the road, and paying the interest on the debt on the railway.

(signed) *Richard Baird,*
Manager.

Dundee, 27 February 1840.

(9.)—DURHAM JUNCTION RAILWAY.

Durham Junction Railway.

THE Durham Junction Railway did not commence conveying passengers until the 9th March 1840.

A. J. Hine Manew,
Managing Director.

Newcastle, 20 April 1840.

(10.)—DURHAM AND SUNDERLAND RAILWAY.

A RETURN showing the Number of PASSENGERS carried; of the Miles travelled; of the Money received; of the Average Receipt per Mile from each Passenger, for each Month, from April 1839 to the end of January 1840.

DATE.	Number of Miles opened to the Public.	Fare per Mile.	Number of Passengers.	Number of Miles Travelled.	Amount of Gross Receipts for Passengers.	Average Receipt for each Passenger.	Average Fare per Mile for each Passenger.
1839:					£. *s.* *d.*	*s.* *d.*	*d.* *pts.*
May	16	The fare is charged as between station and station, and not at per mile; averaging about 1*d.* per mile. The different classes not kept.	10,059	66,936	401 11 –	– 9 1/3	1/2 3/8
June	–		9,064	67,510	385 18 6	– 10 1/4	3/4 3/16
July	–		12,414	106,095	556 12 6	– 10 3/4	3/4 5/16
August	–		12,265	85,683	549 18 7	– 10 1/4	3/4 5/16
September	–		11,117	97,077	492 8 3	– 10 1/3	3/4 1/4
October	–		11,278	79,688	506 4 –	– 10 3/4	3/4 5/16
November	–		9,999	72,490	440 11 10	– 10 1/2	3/4 1/4
December	–		10,388	102,362	483 18 11	– 11	1/2 1/4
1840:							
January	–		10,378	74,791	504 15 –	– 11 1/3	1/2 7/8

(11.)—EASTERN COUNTIES RAILWAY.

A RETURN showing the Number of Passengers carried; of the Miles travelled; of the Money received; of the Average Receipt per Mile from each Passenger, for each Month, from June 1839 to the end of January 1840.

DATE.	Number of Miles opened to the Public.	Fare per Mile.				Number of Passengers.					Number of Miles Travelled.				
		Mail.	1st Class, 2/6.	2d Class, 1/6.	3d Class, 1/.	Mail.	1st Class.	2d Class.	3d Class.	Total.	Mail.	1st Class.	2d Class.	3d Class.	Total.
1839:			*d.*	*d.*	*d.*										
June - -	10½	–	2·857	1·714	1·142	–	543	4,736	7,352	12,631	–	3,690	21,726	37,392	62,808
July - -	–	–	–	–	–	–	1,371	15,524	16,711	33,606	–	10,044	95,844	112,249	218,137
August -	–	–	–	–	–	–	1,092	11,249	16,590	28,931	–	8,811	75,802	118,917	203,530
September -	–	–	–	–	–	–	1,138	9,276	16,973	27,387	–	9,355	66,214	121,590	197,159
October -	–	–	–	–	–	–	1,588	9,553	17,433	28,574	–	13,974	69,242	126,053	209,269
November -	–	–	–	–	–	–	1,328	5,440	9,813	16,581	–	11,773	45,413	73,102	130,288
December -	–	–	–	–	–	–	1,671	5,873	10,402	17,946	–	14,744	48,316	79,329	142,389
1840:															
January -	–	–	–	–	–	–	1,843	5,303	9,234	16,380	–	16,594	44,088	71,196	131,878

DATE.	Amount of Gross Receipts for Passengers.									Average Receipt for each Passenger.				Average Fare per Mile received for each Passenger.			
	Mail.	1st Class.			2d Class.			3d Class.			Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.
1839:		£.	*s.*	*d.*	£.	*s.*	*d.*	£.	*s.*	*d.*		*s.* *d.*	*s.* *d.*	*d.*		*d.*	*d.*	*d.*
June - -	–	46	6	6	186	11	9	216	–	6	–	1 8·475	– 10·233	7·051	–	3·013	2·061	1·386
July - -	–	122	17	6	786	4	–	615	10	9	–	1 9·509	1 –·154	8·840	–	2·936	1·968	1·316
August -	–	108	7	9	598	7	–	644	9	4	–	1 11·821	1 –·765	9·323	–	2·952	1·894	1·306
September -	–	115	–	–	517	17	6	657	–	8	–	2 –·253	1 1·402	9·290	–	2·950	1·877	1·296
October -	–	170	–	9	540	11	9	680	6	2	–	2 1·698	1 1·581	9·365	–	2·920	1·873	1·295
November -	–	143	5	6	345	4	9	391	4	1	–	2 1·893	1 3·236	9·317	–	2·920	1·824	1·284
December -	–	179	10	6	368	7	–	421	3	5	–	2 1·784	1 3·052	9·717	–	2·922	1·827	1·274
1840:																		
January -	–	201	12	–	335	1	9	377	19	10	–	2 2·252	1 3·165	9.824	–	2·915	1·824	1·274

Nathaniel Davis, Accountant.

1.—A RETURN showing the MAXIMUM FARE leviable on each Class of Passengers, under the authority of any Act of Parliament empowering the Company to levy the same; stating whether such Fares include the use of the Company's Carriages and Locomotive Power.

Tolls leviable under the Act Will. 4, c. , s. 176 (called the Eastern Counties Railway Act) namely, 2 *d.* per mile for each person, exclusive of any charge for carriages and locomotive power. All distances less than six miles, are by clause 180 authorized to be charged the same as for six miles complete.

2.—A RETURN showing the FARES which have been from time to time levied on each Class of Passengers, and the Effect which any Alteration thereon has had upon the Number of Passengers carried, or the Total Amount of Fares received; and also distinguishing the Charges made for Locomotive Power, employed in conveying the same, from the Tolls paid in respect thereof.

Fares which have been received, including all charges for toll, carriages and locomotive power; viz.

For the whole distance now opened, 10½ miles, 1st class, 2·857 *d.* per mile; 2d class, 1·714 *d.* per mile; 3d class 1·142 *d.* per mile.

Appendix, No. 1.

Eastern Counties Railway.

Average for short and long distances, 1st class, 2·941 *d.* per mile; 2d class, 1·893 *d.* per mile; 3d class, 1·304 *d.* per mile.

No alteration has been made in these fares, nor any separate charge for locomotive power and carriages.

3.—A RETURN showing the MAXIMUM RATE of TOLLS leviable upon all Carriages used in conveying Private Carriages, Goods, Horses, or Live Stock along the said Railway.

Tolls leviable by section 175 and 176 of the above cited Act, on merchandize, live stock, &c., namely,

For every horse, mule, ass, or other beast of burden, and for every cow, bull, or neat cattle, 3 *d.* per mile.

For every calf, 1 ½ *d.* per mile.

For every sheep, lamb, pig, or other small animal, a farthing per mile.

For every carriage not weighing more than one ton, 6 *d.* per mile.

For all limestone, coal slack, &c., 1 *d.* per ton per mile.

For all lime, chalk, manure, &c., 1 ½ *d.* per ton per mile.

For all coal, coke, &c., 2 *d.* per ton per mile.

For all corn, malt, &c., 3 *d.* per ton per mile.

For all eggs, fish, &c., 4 *d.* per ton per mile.

For all silk, cotton, &c., 6 *d.* per ton per mile.

4.—A RETURN showing the RATE of TOLLS which have been from time to time levied on any Carriage used in conveying Passengers, Private Carriages, Goods, Horses, or Live Stock along the said Railway, whether such Goods, Private Carriages, Horses, and Live Stock were conveyed on account of the Company, or on account of Private Carriers.

No rates for this have yet been fixed; the line being at present too short for this description of traffic.

5.—A RETURN showing the MAXIMUM RATES leviable by the Company as Carriers for the Carriage of Goods, Horses, or Live Stock along the said Railway.

Included in No. 3.

6.—A RETURN showing the RATES which have been from time to time charged by the said Company, as Carriers for the Conveyance of Private Carriages, Goods, Horses, or Live Stock by the Company.

No rates yet received for this description of traffic.

7.—A RETURN showing the GROSS AMOUNT received for each of the Years 1837, 1838, and 1839, under the several Heads:—1st, Of Tolls; 2d, For the Conveyance of Passengers; 3d, For the Conveyance of Goods.

This line was opened on 20th June 1839. The gross amount received up to 31st December last has been as follows:

For tolls, independent of conveyance, nil.

For carriage of passengers, including tolls, 7,887 *l.* 19 *s.* 7 *d.*

For conveyance of goods, nil.

8.—A RETURN showing the POWERS which the Company have of charging Locomotive POWER, and in what manner they have charged the same.

Section 179 of the above recited Act authorizes the Company to provide locomotive power, and to make proper charges for the same. All engines running on the line, belonging to other parties, are by clause 201 to be approved by the Company's engineer.

No separate charge has yet been made by the Company for locomotive power.

9.—A RETURN of all RULES made to regulate the Conveyance of Goods, whether the same relate to Goods carried by the Company or by Private Carriers.

No rules for the conveyance of goods have yet been made.

10.—A RETURN showing the OUTGOINGS of each Railway, distinguishing the Outgoings incurred by such Railway as Owners thereof, and distinguishing those Outgoings which they have incurred as the Carriers of Passengers from those which they have incurred as the Carriers of Goods, and setting forth the several Branches of each of the aforesaid sources of Expenditure.

Owing to the short time, and the limited extent, compared with the whole length, which this Railway has been opened, no accurate return under this head can possibly be given; parts of the line are yet incomplete, and consequently the repairs and maintenance of way still form a charge either to the contractors or to the cost of forming the line; and other expenses of wear and tear, &c., have not been yet ascertained.

No goods have yet been carried on the Railway, excepting small parcels.

11.—A RETURN showing the GROSS and NET PROFITS of the Company for the said Years 1837, 1838, and 1839.

No accurate return can possibly be made to this, for the reason above stated.

(12.)—EDINBURGH AND DALKEITH RAILWAY.

A RETURN showing the Number of PASSENGERS carried; of the Miles travelled; of the Money received; of the Average Receipt per Mile for each Passenger, for each Month, from April 1839 to the end of January 1840.

DATE.	Number of Miles opened to the Public.	Fare per Mile whole way.		Number of Passengers.			Average Number of Miles travelled by each.		Amount of Gross Receipts for Passengers.						Average Receipt for each Passenger.		Average Fare per Mile received for each Passenger.	
Month.		1st Class.	2d Class.	1st Class.	2d Class.	Total.	1st Class.	2d Class.	1st Class.			2d Class.			1st Class.	2d Class.	1st Class.	2d Class.
1839:		d.	d.						£.	s.	d.	£.	s.	d.	d.	d.	d.	d.
May -	8¼	1·21	0·96	278	21,987	22,265	8	6·389	11	11	8	610	7	5½	10	6·662	1¼	1·04
June -	–	–	–	432	26,714	27,146	–	6·167	18	–	–	720	4	7½	–	6·470	–	1.04
July -	–	–	–	261	30,141	30,402	–	5·564	10	17	6	753	5	9	–	5·998	–	1·07
August -	–	–	–	347	34,468	34,815	–	5·892	14	9	2	880	12	6	–	6·131	–	1·04
September	–	–	–	250	22,461	22,711	–	5·928	10	8	4	578	11	11½	–	6·182	–	1·04
October	–	–	–	184	18,299	18,483	–	6·172	7	13	4	494	17	10	–	6·490	–	1·05
November	–	–	–	178	21,129	21,307	–	6·201	7	8	4	581	9	9½	–	6·599	–	1·06
December	–	–	–	discon-tinued.	12,290	12,290	–	6·125			-	334	7	3	–	6·529	–	1·06
1840:																		
January -	–	–	–	–	14,734	14,734	–	6·156	-		-	403	8	9½	–	6·571	–	1·06

(signed) *D. Rankine*, Manager.

1.—A RETURN showing the MAXIMUM FARES leviable on each Class of Passengers, under the Authority of any Act of Parliament empowering the Company to levy the same; stating whether such Fares include the Use of the Company's Carriages and Locomotive Power.

By the Act 4 & 5 Will. 4, c. 71, s. 33, the fares leviable from passengers are not limited, except by the term "reasonable."

The fares include the use of the Company's carriages and locomotive power by engines or horses.

Appendix, No. 1.

Edinburgh and Dalkeith Railway.

2.—A RETURN showing the FARES which have been from time to time levied on each Class of Passengers, and the Effect which any Alteration thereon has had upon the Number of Passengers carried, or the Total Amount of Fares received; and also distinguishing the Charges made for Locomotive Power, employed in carrying the same, from the Tolls paid in respect thereof.

Prior to the year 1839, the average fare per mile levied was,—

For 1st-class passengers - - - - - -	1 $\frac{1}{8}$ *d.* each.
For 2d-class passengers - - - - - -	$\frac{7}{8}$ *d.* –

During the year 1839, the average fare per mile levied was,—

For 1st-class passengers - - - - - -	1 $\frac{1}{4}$ *d.* each.
For 2d-class passengers - - - - - -	1 $\frac{1}{20}$ *d.* –

Increase of fare per mile in the year 1839, 1st class, $\frac{1}{8}$ *d.*; 2d class, $\frac{175}{1000}$ *d.*

Number of passengers in 1838, at original fare - -	299,201
Number of passengers in 1839, at increased fare. - -	249,066
Decrease of passengers in 1839 - - -	50,135

Increase on amount of fares in 1839, 187 *l.* 3 *s.* 11 *d.*
No separate charge is made for locomotive power.

3.—A RETURN showing the MAXIMUM RATE of TOLLS leviable upon all Carriages used in conveying Private Carriages, Goods, Horses, or Live Stock along the said Railway.

The maximum tolls leviable are,—

For each person conveyed in a carriage, 3 *d.* per mile.
For each carriage conveyed on a truck, 1 *s.* per ton per mile.
For cattle and beasts of draught, 6 *d.* each per mile.
For sheep, pigs, and small animals, 3 *d.* each per mile.
For coal, coke, culm, stone, cinders, chalk, marle, sand, lime, clay, ashes, peat, limestone, ironstone, and other minerals, bricks, tiles, slates, all gross and unmanufactured articles and building materials, manure, grain, flour, meal, potatoes, hay, and straw, 4 *d.* per ton per mile.
For all other goods and articles, 6 *d.* per ton per mile.
For parcels not exceeding 5 cwt. each, unlimited.
For ascending a fixed engine inclined plane, 1 *s.* per ton.

N.B.—No toll is leviable on the fare or weight of empty carriages.

4.—A RETURN showing the RATE of TOLLS which have been from time to time levied on any Carriage used in conveying Passengers, Private Carriages, Goods, Horses, or Live Stock along the said Railway; whether such Goods, Private Carriages, Horses, and Live Stock were conveyed on account of the Company, or on account of Private Carriers.

From July 1831 till February 1835:

For passengers conveyed any distance, 2 *d.* each.
For manure conveyed any distance, 1 *s* per ton.
For stone and lime, 3 *d.* per ton per mile, but never more than 1 *s.* per ton.
For culm, 1 *d.* per ton per mile.
For all other articles, 2 *d.* per ton per mile.
For use of fixed engine inclined plane, 5 *d.* per ton.

From February 1835 till July 1837:

For passengers conveyed any distance, 6 *d.* each.
For animals conveyed any distance, 6 *d.* each.
For parcels conveyed any distance, 1 *d.* each.
For culm, 1 *d.* per ton per mile.
For all other articles, 1 $\frac{1}{2}$ *d.* per ton per mile.
For use of fixed engines (manure, stone, and lime excepted), 5 *d.* per ton.
For use of wharfs or depôts, 2 *d.* per ton.

In July 1837, the fixed-engine dues on coal and culm were reduced to 3 *d.* per ton, with which change the table of tolls continues as above till the present time.

N.B.—All the above being carried on account of private carriers.

5.—A RETURN showing the Maximum Rates leviable by the Company, as Carriers, for the Carriage of Goods, Horses, or Live Stock along the said Railway.

The charges by the Company, as carriers, are unlimited, except by the term "reasonable."

6.—A RETURN showing the Rates which have been from time to time charged by the said Company, as Carriers, for the Conveyance of Private Carriages, Goods, Horses, or of Live Stock by the Company.

From the commencement of the traffic till December 1839, the Company's charge, as carriers, were, for all kinds of goods carried between any two stations, 2*s.* 1*d.* per ton; since that time, the charge has been 2*s.* 6*d.* per ton.

Neither horses nor live stock are ever carried on this Railway.

7.—A RETURN showing the Powers which the Company have of charging Locomotive Power, and in what Manner they have charged the same.

The Company have no powers to make separate charges for locomotive power, and have not made any such charges.

8.—A RETURN of all Rules made to regulate the Conveyance of Goods, whether the same relate to Goods carried by the Company, or by Private Carriers.

Three printed bills are sent herewith, containing all the regulations of the Company.

9.—A RETURN of the Receipts and Expenditure in all Branches, for the Years 1837, 1838, and 1839.

This return has been rendered separately

D. Rankine, Manager.

Appendix, No. 1.

Edinburgh and Dalkeith Railway.

RETURN showing the GROSS AMOUNT received, and the NET PROFITS of the Company, under forth the several Branches of each of the aforesaid Sources

	1837.								
REVENUE:	£.	s.	d.	£.	s.	d.	£.	s.	d.
Tolls on goods not carried by the Company	2,845	1	11¾	-	-	-	-	-	-
Use of fixed engines	905	1	5½	-	-	-	-	-	-
				3,750	3	5¼	-	-	-
Charges pertaining to Tolls; viz.									
Drawback on coal dross	143	-	8½	-	-	-	-	-	-
Wages of engine and inclined-plane men	286	8	10½	-	-	-	-	-	-
Repairs of engines, &c. and ropes	234	6	6½	-	-	-	-	-	-
Coal	150	12	6	-	-	-	-	-	-
Oil, tallow, gas in tunnel, &c.	103	1	5½	-	-	-	-	-	-
Trackage in Edinburgh depôt	210	4	8	-	-	-	-	-	-
Share of station-keepers' wages	76	-	-	-	-	-	-	-	-
				1,203	14	9	-	-	-
							2,546	8	8¼
Conveyance of passengers; fares received	-	-	-	6,367	14	9¾	-	-	-
Parcels in coaches	-	-	-	-	-	-	-	-	-
Charges on this account; viz.									
Delivery of parcels, books, &c.	-	-	-	-	-	-	-	-	-
Horsing of coaches	2,014	12	6½	-	-	-	-	-	-
Maintenance of coaches	236	16	3¼	-	-	-	-	-	-
Taxes on passengers and coaches	300	5	-	-	-	-	-	-	-
Candles, oil, hand-bills, cleansing	30	5	5½	-	-	-	-	-	-
Share of station-keepers' wages	100	4	2	-	-	-	-	-	-
				2,682	3	5¼	-	-	-
							3,685	11	4½
Conveyance of goods by the Company	-	-	-	318	9	4¾	-	-	-
Charges on this account; viz.									
Trackage and loading	107	7	-	-	-	-	-	-	-
Maintenance of waggons	80	6	-	-	-	-	-	-	-
Sacks, covers, way-bills, books	70	-	6½	-	-	-	-	-	-
Share of station-keepers' wages	22	-	-	-	-	-	-	-	-
				279	13	6½	-	-	-
							38	15	10¼
Rents of deposit ground and offices, discounts, &c.	-	-	-	-	-	-	562	2	6
Old materials sold	-	-	-	-	-	-	-	-	-
							6,832	18	5
EXPENDITURE (General):									
Way-leaves to some landowners (gratis)	-	-	-	744	15	5½	-	-	-
Salaries	-	-	-	460	19	9	-	-	-
Committee expenses	-	-	-	71	7	3	-	-	-
Stationery and books	-	-	-	24	12	5	-	-	-
Law expenses	-	-	-	68	4	6	-	-	-
Loss on omnibus account	-	-	-	-	-	-	-	-	-
Repairs of railway, houses, bridges, &c. wages	-	-	-	-	-	-	-	-	-
Materials and tools	-	-	-	811	11	11½	-	-	-
Promiscuous Charges; viz.									
Weigher, constables, gas, public burdens, feu duties, advertising, and printing, &c.	-	-	-	365	6	10½	-	-	-
Interest on bank account	749	13	7	-	-	-	-	-	-
— on price of land	503	2	1½	-	-	-	-	-	-
				1,252	15	8½	-	-	-
							3,799	13	11
PROFIT	-	-	-	-	-	-	3,033	4	6

the several Heads of Tolls, Conveyance of Passengers, and Conveyance of Goods; and setting of Expenditure, for each of the Years, 1837, 1838, and 1839.

1838.									1839.								
£.	s.	d.	£.	s.	d.	£.	s.	d.	£.	s.	d.	£.	s.	d.	£.	s.	d.
3,646	19	1¾	-	-	-	-	-	-	4,136	5	4½		—			—	
823	19	8¼	-	-	-	-	-	-	866	11	4½		—			—	
			4,470	18	10	-	-	-				5,002	16	9		—	
136	14	6½	-	-	-	-	-	-	166	12	5½		—			—	
281	9	6½	-	-	-	-	-	-	325	11	9½		—			—	
89	4	-¾	-	-	-	-	-	-	75	10	4¼		—			—	
147	16	11	-	-	-	-	-	-	145	8	3		—			—	
38	18	6½	-	-	-	-	-	-	62	16	7		—			—	
204	11	1½	-	-	-	-	-	-	182	2	5½		—			—	
77	3	5	-	-	-	-	-	-	92	1	10		—			—	
			975	18	1¾	-	-	-				1,050	3	8¾		—	
-	-	-				3,495	-	8¼	-	-	-				3,952	13	-¼
-	-	-	6,789	14	2¾	-	-	-	6,757	11	-½		—			—	
-	-	-	-	-	-	-	-	-	106	7	7½		—			—	
												6,863	18	8		—	
-	-	-	-	-	-	-	-	-	69	3	9½		—			—	
2,066	3	5½	-	-	-	-	-	-	1,840	17	8¾		—			—	
609	-	2¾	-	-	-	-	-	-	272	10	1½		—			—	
351	17	6	-	-	-	-	-	-	888	13	11½		—			—	
90	10	3	-	-	-	-	-	-	144	6	8½		—			—	
118	15	8½	-	-	-	-	-	-	116	18	9½		—			—	
			3,236	7	1¾	-	-	-				3,332	11	1¼		—	
-	-	-				3,553	7	1	-	-	-				3,531	7	6¾
-	-	-	365	4	11½	-	-	-	-	-	-	428	-	-		—	
100	4	-	-	-	-	-	-	-	188	7	-¼		—			—	
79	5	2	-	-	-	-	-	-	86	3	2¾		—			—	
59	-	2½	-	-	-	-	-	-	72	19	2½		—			—	
22	-	-	-	-	-	-	-	-	24	12	1		—			—	
			260	9	4½	-	-	-				372	1	6½		—	
-	-	-				104	15	7	-	-	-				55	18	5½
-	-	-	-	-	-	559	8	6¾	-	-	-	-	-	-	616	2	5½
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	117	13	3½
						7,712	11	11							8,273	14	9½
-	-	-	809	8	5¼	-	-	-	-	-	-	912	14	10		—	
-	-	-	420	-	-	-	-	-	-	-	-	420	-	-		—	
-	-	-	93	19	7	-	-	-	-	-	-	70	9	2		—	
-	-	-	18	9	11	-	-	-	-	-	-	12	19	10		—	
-	-	-	-	-	-	-	-	-	-	-	-	118	-	7		—	
-	-	-	22	10	1	-	-	-	-	-	-	63	3	11		—	
591	4	7	-	-	-	-	-	-	479	16	3		—			—	
346	9	2½	-	-	-	-	-	-	558	8	7½		—			—	
			937	13	9½	-	-	-				1,038	4	10½		—	
-	-	-	393	3	4¾	-	-	-	-	-	-	362	6	-½		—	
734	12	4	-	-	-	-	-	-	836	15	10		—			—	
503	2	1¼	-	-	-	-	-	-	483	8	3½		—			—	
			1,237	14	5¼							1,320	14	1½		—	
-	-	-	-	-	-	3,932	19	7¾	-	-	-				4,318	13	4½
-	-	-	-	-	-	3,779	12	3¼	-	-	-	-	-	-	3,955	1	5

LEITH BRANCH of the EDINBURGH and DALKEITH RAILWAY.

DATE. Month.	Number of Miles opened to the Public.	Fare per Mile. 1st Class.	Fare per Mile. 2d Class.	Number of Passengers. 1st Class.	Number of Passengers. 2d Class.	Average Number of Miles travelled by each. 1st Class.	Average Number of Miles travelled by each. 2d Class.	Amount of Gross Receipts for Passengers. 1st Class.	Amount of Gross Receipts for Passengers. 2d Class.	Average Receipt for each Passenger. 1st Class.	Average Receipt for each Passenger. 2d Class.	Average Fare per Mile received for each Passenger. 1st Class.	Average Fare per Mile received for each Passenger. 2d Class.
1839:			*d.*						£. *s.* *d.*		*d.*		*d.*
May -	4	–	$\frac{14}{16}$	-	3,962	–	3·941	- -	58 7 $-\frac{1}{2}$	–	$3\frac{1}{2}$	–	$\frac{14}{16}$
June -	–	–	0·91	-	6,348	–	3·891	- -	93 18 $8\frac{1}{2}$	–	3·55	–	0·91
July -	–	–	0·89	-	9,409	–	3·889	- -	136 12 –	–	3·48	–	0·89
August -	–	–	0·91	-	11,604	–	3·906	- -	171 18 5	–	3·55	–	0·91
September	–	–	0·90	None.	7,180	–	3·965	- -	106 14 $-\frac{1}{2}$	–	3·56	–	0·90
October -	–	–	0·92	-	4,302	–	3·899	- -	64 3 7	–	3·58	–	0·92
November	–	–	0·91	-	3,779	–	3·894	- -	55 11 $6\frac{1}{2}$	–	3·53	–	0·91
December	–	–	0·91	-	2,345	–	3·895	- -	34 15 1	–	3·55	–	0·91
1840;													
January -	–	–	0·91	-	2,542	–	3·913	- -	37 18 $4\frac{1}{2}$	–	3·58	–	0·91

(signed) *D. Rankine*, Manager.

LEITH BRANCH.

FARES LEVIABLE:

Leith Branch.

1.—By the Act 4 & 5 Will. 4, c. 71, s. 33, the fares leviable are unlimited. The fares include the use of the Company's carriages and locomotive power by engines or horses.

FARES LEVIED:

2.—Prior to the year 1839, the fare per mile was three farthings.
During the year 1839 the fare per mile was 1*d.*
Increase of fare per mile in 1839, one farthing.
Number of passengers in 1838, at three farthings per mile, 63,515.
Number of passengers in 1839, at 1*d.* per mile, 59,444.
Decrease of passengers in 1839, 4,071.
Increase on amount of fares in 1839, 72*l.* 10*s.* 4*d.*
No separate charge is made for locomotive power.

TOLLS LEVIABLE:

3.—The Maximum Tolls leviable under the Acts 7 Geo. 4, c. 98, 10 Geo. 4, c. 122, and 4 & 5 Will. 4, c. 71, are,
For each person conveyed in a carriage, 3*d.* per mile.
For each carriage conveyed on a truck, 1*s.* per ton per mile.

For cattle and beasts of draught, each 6*d.* per mile.
For sheep, pigs, and small animals, each 3*d.* per mile.
For coal, coke, culm, stone, cinders, chalk, marle, sand, lime, clay, ashes, peat, limestone, ironstone, and other minerals, bricks, titles, slates, all gross and unmanufactured articles, and building materials, manure, grain, flour, meal, potatoes, hay, and straw, 4*d.* per ton per mile.
For all other articles, 6*d.* per ton per mile.
For parcels, not exceeding five cwt. each, unlimited.
N. B.—No toll is leviable on the fare or weight of empty carriages.

Tolls Levied:

4.—From the opening of the Railway till January 1839:
For passengers conveyed any distance, 4*d.* each.
For culm, 1*d.* per ton per mile.
For parcels conveyed any distance, 1*d.* each.
For manure, 1¼*d.* per ton per mile.
For all other articles, 1½*d.* per ton per mile.
For use of wharfs or depôts, 2*d.* per ton.

From January 1839 till February 1840:
For passengers any distance, 4*d.* each.
For parcels, 1*d.* each.
For all other articles, 2*d.* per ton per mile.
For use of wharfs or depôts, 2*d.* per ton.
By the present table of tolls, all articles (except parcels) are charged 2½*d.* per ton per mile.
Passengers, parcels, and wharfage, as before.

5.—The Rates leviable by the Company, as Carriers, are unlimited.

6.—The Company do not carry any Goods on their own account.

7.—The Company have no power to make Charges for Locomotive Power.

8.—The Rules and Bye-laws are the same as those of the Edinburgh and Dalkeith Railway Company, and made under authority of the same Act of Parliament, a Table of which has been rendered.

D. Rankine, Manager.

Appendix, No. 1.

Leith Branch of the Edinburgh and Dalkeith Railway.

LEITH BRANCH OF THE EDINBURGH

1837.

	£. s. d.	£. s. d.	£. s. d.
REVENUE:			
Tolls or dues on goods not conveyed by the Company	- - -	613 4 6½	- - -
Conveyance of passengers	- - -	698 8 8¼	- - -
Rents and discounts	- - -	- - -	- - -
			1,311 13 2¾
EXPENDITURE:			
Specially pertaining to tolls; viz.			
Wages	30 - -	- - -	- - -
Drawback on culm	37 5 11	- - -	- - -
		67 5 11	
Pertaining to the conveyance of passengers:			
Horsing coaches	344 19 10¾	- - -	- - -
Hire of coaches	60 16 10¾	- - -	- - -
Taxes on passengers	5 - -	- - -	- - -
Ditto on coaches and guard	- - -	- - -	- - -
Collector, policeman, hand-bills, and sundries	70 18 4½	- - -	- - -
		481 15 2	
General Expenditure:			
Repairs of railway	- - -	120 6 10	- - -
Ditto of bulwarks	- - -	14 12 8	- - -
Stationery	- - -	1 8 6	- - -
Salaries	- - -	173 15 -	- - -
Promiscuous charges:			
Wages of porter	10 - -	- - -	- - -
Advertising and printing, books, and waybills	24 10 2½	- - -	- - -
Public burdens	7 12 5	- - -	- - -
Law expenses	12 10 -	- - -	- - -
House and office rents	8 - -	- - -	- - -
Coals	- - -	- - -	- - -
Gas, water, sundries	9 18 3	- - -	- - -
		72 10 10½	
Rent of depôt ground	- - -	- - -	- - -
Interest on Bank loan	- - -	226 5 11½	- - -
Ditto - on price of land	- - -	- - -	- - -
			1,158 - 11
PROFIT	- - -	- - -	153 12 3¾

AND DALKEITH RAILWAY.

Appendix, No. 1

Leith Branch of the Edinburgh and Dalkeith Railway.

1838.			1839.		
£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.
- - -	694 2 10	- - -	- - -	1,263 19 3¼	
- - -	804 6 -	- - -	- - -	876 16 4	
- - -	- - -	- - -	- - -	14 14 3½	
		1,498 8 10			2,155 9 10
39 7 -	- - -	- - -	31 18 6	—	
22 19 9½	- - -	- - -	46 5 1		
	62 6 9½			78 3 7	
335 14 6¾	- - -	- - -	313 6 -¼	—	
70 15 4½	- - -	- - -	67 12 11½	—	
30 1 6	- - -	- - -	81 1 2½	—	
20 18 -	- - -	- - -	14 15 -	—	
64 19 1	- - -	- - -	72 16 4	—	
	522 8 6¼			549 11 6¼	
- - -	82 13 6	- - -	- - -	97 14 1½	
- - -	189 14 -	- - -	- - -	—	
- - -	10 17 1	- - -	- - -	3 1 5	
- - -	150 - -	- - -	- - -	151 2 4	
10 - -	- - -	- - -	10 16 6	—	
30 18 10	- - -	- - -	19 2 1	—	
8 4 -	- - -	- - -	7 14 3	—	
20 5 8	- - -	- - -	23 17 7	—	
- - -	- - -	- - -	20 3 -	—	
10 3 6	- - -	- - -	10 17 4	—	
15 - 4	- - -	- - -	14 - 9	—	
	94 12 4			106 11 6	
- - -	- - -	- - -	- - -	35 - -	
- - -	242 1 1	- - -	571 9 10	—	
- - -	- - -	- - -	220 5 6¾	—	
				791 15 4¾	
		1,354 13 3¾			1,812 19 10½
- - -	- - -	143 15 6¼			342 10 -¼

(signed) *D. Rankine*, Manager.

(13.)—GARNKIRK AND GLASGOW RAILWAY.

A RETURN showing the Number of Passengers carried; of the Miles travelled; of the Money received; of the Average Receipt per Mile from each Passenger, for each Month, from April 1839 to the end of January 1840.

DATE.	Number of Miles opened to the Public.	Fare per Mile.				Number of Passengers.					Number of Miles Travelled.			
		Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.	Total.	Mail.	1st Class.	2d Class.	3d Class.
1839:			*d.*	*d.*										
May	8¼ miles, being whole length of Railway. Three additional miles of the Monkland and Kirkintilloch, and the Ballochney Railways are also used.	–	1·363	·909	–	–	501	8,014	–	8,515	–	2,376	–	–
June		–	1.363	·909	–	–	471	7,281	–	7,752	–	2,200	–	–
July		–	1.363	·909	–	–	573	8,465	–	9,038	–	2,376	–	–
August		–	1·363	·909	–	–	478	6,846	–	7,324	–	2,376		–
September		–	1·181	·909	–	–	577	7,548	–	8,125	–	2,200	–	–
October		–	1·090	·640	–	–	572	7,154	–	7,726	–	1,782	–	–
November		–	1·090	·818	–	–	465	6,852	–	7,317	–	1,716	–	–
December		–	1·090	·818	–	–	546	6,004	–	6,550	–	1,716	–	–
1840:														
January		–	1·090	·818	–	–	543	6,402	–	6,945	–	1,782	–	–
							4,726	64,566		69,292		18,524		

DATE.	Amount of Gross Receipts for Passengers.						Average Receipt for each Passenger.				Average Fare per Mile received for each Passenger.			
	Mail.	1st Class.			2d Class.									
		£.	*s.*	*d.*	£.	*s.*	*d.*	3d Class.	Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.
1839:										*s.* *d.*	*d.*			*d.*	*d.*	
May	–	28	2	3	274	19	9	–	–	1 1	8·235	–	–	·630	1·803	–
June	–	25	15	–	249	18	2	–	–	1 1·121	8·240	–	–	1·604	1·106	–
July	–	31	10	–	298	17	10	–	–	1 1·194	8·477	–	–	1·600	1·116	–
August	–	26	12	6	241	10	–	–	–	1 1·368	8·840	–	–	1·610	1·136	–
September	–	28	18	9	253	4	10	–	–	1 –·040	8·044	–	–	·610	1·089	–
October	–	28	3	–	238	14	4	–	–	– 11·811	8·017	–	–	1·453	·977	–
November	–	22	17	9	224	8	2	–	–	– 11·813	8·138	–	–	1·473	·982	–
December	–	26	19	6	199	10	8	–	–	– 11·857	7·994	–	–	·481	·955	–
1840:																
January	–	26	17	9	213	14	11	–	–	– 11·920	8	–	–	1·524	·990	–
		245	16	6	2,194	18	8									

Glasgow, 2 April 1840.

Charles Alexander King, Secretary.

Prepared by *M. G. Henderson*.

Appendix, No. 1.

Glasgow, Paisley, and Greenock Railway.

(14.)—GLASGOW, PAISLEY, AND GREENOCK RAILWAY.

1.—The MAXIMUM TOLLS leviable on Passengers, without distinction of class, under the authority of the Act 1 Vict. c. 116, is, exclusive of locomotive power, 2*d.* per mile per passenger; inclusive of locomotive power, 3½*d.* per mile per passenger.

3.—Carriages

3.—Carriages of whatever description, and not weighing more than one ton, conveyed on a truck or platform	5*d.* per mile.
And for every additional quarter of a ton, or fractional part of a quarter of a ton, which a carriage may weigh, the like sum of	5*d.* —
Horses or live stock	2*d.* —
Calves, pigs, sheep, lambs, or other small animals	1*d.* —
Dung, compost, and all sorts of manure, lime and limestone, coals, culm, sand, and ironstone, and all undressed materials for the repair of public roads or highways	2*d.* per ton per mile.
Coke, charcoal, cinders, building, pitching, and paving stones, bricks, tiles, slates, clay, iron ore, pig, bar, rod, hoop, sheet, and all other similar descriptions of wrought iron, and castings, not manufactured into utensils, or other articles of merchandize	2½*d.* —
Sugar, grain, corn, flour, dyewoods, earthenware, timber, staves, and deals, metals (except iron), nails, anvils, vices, and chains	3*d.* —
Cotton and wools, hides, drugs, manufactured goods, and all other wares, merchandize, articles, matters, or things	4*d.* —

5.—Authorized to make such reasonable charges for carriage and conveyance as they may from time to time think proper and determine upon, in addition to the several rates or tolls authorized by the Act to be taken.

8.—It is enacted "that it shall be lawful for the said Company, and they are hereby empowered to provide locomotive or stationary engines, or other power, for the drawing or propelling of any articles, matters, or things, persons, cattle, or animals upon the said Railway, and also along and upon any other Railway communicating therewith, and to receive, demand, and recover such sums of money for the use of such engines or other power as the said Company shall think proper, in addition to the several other rates, tolls, or sums by this Act authorized to be taken."

The Glasgow, Paisley, and Greenock Railway not being yet open to the public, the returns referred to in the 2d, 4th, 6th, 7th, 9th, 10th, and 11th paragraphs of the orders of the Committee cannot be made.

(signed) *Mark Huish*, Secretary,
Glasgow, Paisley, and Greenock Railway Company.

(15.)—GLASGOW, PAISLEY, KILMARNOCK, AND AYR RAILWAY.

My Lord, Glasgow, 29 February 1840.

I HAVE the honour to transmit the Returns required by the orders of the Committee on Railways on 6th and 10th instant, and they are made up as fully as circumstances admit of.

But from the duty of ⅛th of a penny per mile having been hitherto levied on all classes of passengers alike, it has never been considered necessary to keep distinct mileage returns for the three classes, and for that reason I am only able to give the gross amount of each from a memorandum-book I have kept for private reference. Your Lordship will not fail to observe that the average sum per passenger increases as the second class is greater, and is much more since the first class was established on the 26th December. In like manner the average per mile is also greater, and the duty proportionably less.

With regard to profit on the small portion of the line hitherto open, on which only local passengers between Ayr and Irvine have travelled, there cannot fairly be said to exist any whatever; for although a surplus of about 500*l.* remains out of the 2,500*l.* received up to the present date, yet if the wear and tear of engines and carriages, and the interest on the cost of the road, were taken into consideration, there would be nothing remaining.

A railway partially open never did and never can pay, and if it covers its expenses it is doing very well.

Before this was opened, the people who were supposed to know most about the locality, said it would not pay the wages of the booking clerks. The passengers have, however, already quadrupled the Parliamentary estimate on that portion of the line.

I have, &c.
(signed) *J. H. Humfrey.*

The Right Hon. Lord Seymour,
&c. &c. &c.

A RETURN showing the Number of Passengers carried; of the Miles travelled; of the Money received; of the Average Receipt per Mile from each Passenger, for each Month, from April 1839 to the end of January 1840.

DATE.	Number of Miles opened to the Public.	Fare per Mile.			Number of Passengers.					Number of Miles Travelled.		
		1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.	Total.	Mail.	1st Class.	2d and 3d Class.
1839:		*d.*	*d.*	*d.*								
May	—											
June	—											
July	—											
August	10 ½	—	1 ½	1	—	—	7,497	10,965 ½	18,462 ½	—	—	157,180 ½
September	10 ½	—	1 ½	1	—	—	2,052	7,671	9,723	—	—	77,874
October	10 ½	—	1 ½	1	—	—	1,475	5,854	7,329	—	—	53,998 ¼
November	10 ½	—	1 ½	1	—	—	995	5,757 ½	6,752 ½	—	—	46,683
December	10 ½	2	1 ½	1	—	*173	989	4,800 ½	5,962 ½	—	—	40,955
1840:												
January	10 ½	2	1 ½	1	—	763 ½	1,255	4,733 ½	6,752	—	—	46,158 ¼

DATE.	Amount of Gross Receipts for Passengers.			Average Receipt for each Passenger.			Average Fare per Mile received for each Passenger.			Number of Days' Traffic in each Month.	Amount of Duty Paid.	Proportion of Duty to Gross Receipts.
	Mail.	1st Class.	2d and 3d Class.	Mail.	1st Class.	2d and 3d Class.	Mail.	1st Class.	2d and 3d Class.			
1839:			£. *s.* *d.*			*d.*			*d.*		£. *s.* *d.*	*Per Cent.*
May	—											
June	—											
July	—											
August	—	—	907 9 10	—	—	11·79	—	—	1·38	24	81 17 4	9·02
September	—	—	420 14 6	—	—	10·38	—	—	1·29	25	40 11 2	9·64
October	—	—	290 18 —	—	—	9·52	—	—	1·29	27	28 2 6	9·67
November	—	—	239 3 1	—	—	8·50	—	—	1·22	26	24 6 3	10·17
December	—	—	218 8 9	—	—	8·75	—	—	1·28	26	21 6 7	9·76
1840:			2,076 14 2		1st, 2d, & 3d Class.			1st, 2d, & 3d Class.				
January	—	—	269 9 11	—	9·57 *d.*		—	1·40 *d.*		27	24 — 10	8·92

* The first class fares only commenced on the 26th December.

Note.—On account of the passenger-duty having been chargeable on all classes alike, the returns kept for the Stamp-office have not been made out with the classes distinguished, and it is not possible now to do so for the time past, but they will be so kept in future.

The miles travelled are taken from the mileage returns sent to the Stamp-office.

(signed) *J. H. Humfrey*, Secretary.

1.—MAXIMUM FARE leviable per Mile on any Class of Passengers, under the Act, including Engine Power and Carriages.

1 ½ *d.* *See* section 162.

2.—MAXIMUM FARES which have been levied on the three Classes:

1st Class	2 *d.*
2d Class	1 ½ *d.*
3d Class	1 *d.*

3.—Maximum Rate of Tolls leviable on Trucks conveying Private Carriages, Goods, Horses, or Live Stock:

3 *d.* per passenger; 2 *d.* per head of cattle; 1 *d.* per head of sheep or pigs; 5 *d.* per ton on carriages. *See* section 160.

4.—Maximum Rate of Tolls which has been levied:

None as yet.

5.—Maximum Rates leviable by the Company, as Carriers of Goods, Horses, or Live Stock:

Such as may be reasonable, in addition to the tolls. *See* section 162.

6.—Maximum Rates which have been charged by the Company, as Carriers:

No goods yet carried.

7.—Gross Amount of Receipts for Tolls, Passengers, and Goods:

Tolls - - - - - - nil.
Passengers - 2,076 *l.* 14 *s.* 2 *d.* in 1839; 269 *l.* 9 *s.* 11 *d.* in January 1840.
Goods - - Small parcels by coach, 12 *l.* 17 *s.* in 1839; 6 *l.* 18 *s.* 2 *d.* in January 1840.

8.—Powers which the Company have of charging Locomotive Power:

Unlimited, except as to passengers, 1 ½ *d.* per mile. *See* section 161. No charge has been made; the 2 *d.*, 1 ½ *d.*, and 1 *d.* per mile on passengers includes the whole.

9.—Rules made to regulate the Conveyance of Goods.

Abstract of Penalties imposed by the Company's Act of Incorporation, so far as the same does not regard the Servants of the Company.

1. Any person neglecting to shut the gate of a surface crossing, after passing through the same, is liable in a penalty not exceeding 2 *l.*

2. Any person sending aquafortis, vitriol, gunpowder, or other goods of a dangerous quality, by the Railway, and not distinctly marking the nature of such goods on the outside of the package, or otherwise giving notice to the Company thereof in writing, is liable in a penalty of 10 *l.*

3. Any person art and part in defacing or destroying the mile-posts or stones on the Railway, is liable in a penalty not less than 2 *l.*, and not exceeding 5 *l.*

4. Any person neglecting or refusing to give the collector of the rates or tolls a true account, in writing, of the quantity and description or quality of goods or other things in or upon any carriages, from whence brought, and where intended to be unloaded or left, or refusing to produce a bill of lading, or giving a false account, or delivering any part of his lading at any other place than what is mentioned in such account, is liable to pay the Company for such goods, at the rate, per ton, of 2 *l.*

5. Any person running a waggon or other carriage on the Railway, which shall not be properly constructed, or have the names and residences of the owners, and the numbers, weights, and gauges of the carriage marked thereon, in terms of the Act, or who shall not enter such carriage in the books of the Company, or who shall deface or destroy such marks, is liable in a penalty not exceeding 2 *l.*

6. Any person who shall run a carriage on the said Railway, which shall not be constructed, or shall not at the time be in conformity to the rules and regulations of the Company, is liable in a penalty not less than 5 *l.*, and not exceeding 10 *l.*

7. Any person riding, leading, or driving any horse, mule, or ass, cow, sheep, swine, or other animal upon the Railway, or suffering such animal to be upon the Railway (except in directly crossing the same at the places appointed by the Company), is liable in a penalty not exceeding 10 *l.*

8. Any person walking on the Railway (except in crossing the Railway at the places appointed by the Company), is liable in a penalty not exceeding 10 *l.*

9. Any person placing or throwing gravel, stone, rubbish, or other things on the Railway, or extinguishing any lights on the Company's premises, or otherwise obstructing the free passage thereby, is liable in a penalty not less than 5 *l.*, and not exceeding 10 *l.*

Appendix, No. 1.

Glasgow, Paisley, Kilmarnock, and Ayr Railway.

10. Any person suffering a carriage, or goods under his charge, to remain on any part of the Railway or works, so as to obstruct the Railway or works, or who shall not remove such carriage or goods when required, is liable in a penalty, per hour, of 2 *l.*

11. Any person wilfully or maliciously injuring, removing, or destroying any part of the Railway or works, is (over and above the amount of the damage) liable in a penalty not less than 2 *l.*, and not exceeding 20 *l.*

BYE-LAWS of the Company, enacted at their General Meeting, on 23d August 1839.

I.—*As to Passengers.*

1. No passenger will be allowed to take his seat in or upon any of the Company's carriages, or to travel therein upon the said Railway, without having first booked his place and paid his fare. Each passenger booking his place will be considered as binding himself, and agreeing to abide by and observe these rules and regulations, so far as they concern himself; he will, on booking his place, be furnished with a ticket, which he is to show when required by the guard in charge of the train, and to deliver up prior to his quitting the Company's premises at the end of his journey. Any passenger refusing to produce on request, or at the end of the journey to deliver up his ticket, will be required to pay double the fare from the place whence the train originally started, or, in default thereof, is hereby made liable in the penalty of 40 *s.*

2. Passengers at the road stations will only be booked conditionally; (that is to say), in case there shall be room in the train for which they are booked; in case there shall not be room for all so booked, the passengers booked for the longest distance will be allowed the preference. Passengers booked for the same distance will have priority, according to the order in which they are booked, or according to the numbers of their tickets.

3. Any passenger who shall take a seat in a carriage, without having previously procured a ticket, or shall occupy (without permission) a superior class carriage to that for which he has obtained a ticket, or shall continue his journey in the Company's carriages beyond the place for which he shall have paid his fare, shall be liable in a fine of 40 *s.*, in addition to the full fare of the entire journey.

4. Smoking is strictly prohibited, both in and upon the carriages, and in the Company's stations and other premises. Any passenger persisting in smoking, after being warned not to do so, is hereby subjected to a fine of 40 *s.*; and in case of his persisting, after a second warning, he may immediately, or at the first stopping place, be removed from the Company's premises, and forfeit his fare.

5. Any passenger in a state of intoxication, committing any nuisance, or wilfully interfering with the comfort of other passengers, obstructing any of the Company's officers in the discharge of their duty, or not attending to the directions of the guard, in cases where the personal safety or comfort of any of the passengers is concerned, will be immediately removed from the Company's premises, or in case he shall at the time be travelling, then at the next station, or as soon after the offence as conveniently may be, and shall forfeit his fare.

6. Any passenger wilfully cutting the lining, removing or defacing the number plates, breaking the windows, or otherwise damaging any of the Company's carriages, shall be fined 5 *l.*

7. The charge made for passengers does not extend to luggage. The Company will not, in any case, be answerable for luggage, unless the passenger to whom the same belongs shall have booked and paid for it. On booking, a ticket will be given to the owner, and a corresponding ticket affixed to the luggage, and the luggage will only be delivered to the party producing such ticket. A charge of will be made for each passenger's luggage not exceeding 112 pounds in weight, for the whole distance, and an additional charge of 1 *d.* per pound above that weight. The attention of passengers is requested to the legal notices exhibited in the booking-offices, limiting the Company's responsibility for luggage or goods booked by any of their carriages.

8. The Company's porters will render every facility to passengers for loading and unloading luggage at the different stations. No fee or gratuity is permitted to be taken by any of the Company's servants, under any circumstances whatever, under pain of instant dismissal.

II.—*As to the Public and Servants of the Company.*

9. No moving power shall be used, or be upon the line of Railway, after its opening, except locomotive engines.

10. After the completion of both lines of road, no locomotive engine or train of carriages or waggons shall, under any pretence whatever, be allowed to pass along the wrong line of road; that is, they shall not pass along the right hand line in going northwards from Ayr, nor along the right hand line in going southwards toward that town, under a penalty of 5 *l.* sterling, besides being liable to prosecution for any damages or accidents caused thereby.

11. No

11. No person, except the engineman and fireman, shall be allowed to ride on any locomotive engine or tender upon or along the Railway, without the special licence of the Company from time to time; and the engineman, as well as the person so riding thereon, without such licence, shall be fined in the sum of 2 *l.* sterling.

12. No engine or carriage shall at any time be left, or be upon the Railway, when not in use, under a penalty of 5 *l.* sterling, to be imposed on the person in charge of such engine or carriage.

13. No engine or carriage shall at any time travel or be on the Railway after dark, without a signal lamp or lamps placed so as to be distinctly visible, and according to regulations which may be hereafter established. The person in charge of an engine or carriage, not having these lamps, shall forfeit 5 *l.*, besides being liable in consequential damages.

14. No person shall be permitted to sell, or offer for sale, any liquors, beer, or other article upon the line of Railway, or at any of the stations, under the penalty of 2 *l.* for each offence; and all guards, policemen, porters, and others, servants of the Company, are strictly enjoined to remove every person offending against this bye-law, and immediately to give such information as will lead to the infliction of the penalty for so doing.

15. The drivers or conductors of all public coaches, omnibuses, or other carriages that may be admitted into the Company's premises, shall obey every direction or order that may be given them by any of the Company's managers or servants; and every driver or other person refusing to obey such directions or orders, shall forfeit and pay the sum of 10 *s.* for every such refusal.

Railway Office, 13, Gordon-street,
23 August 1839.

(signed) *James M'Call*,
Chairman.

11.—Gross Receipts and Profits:

Gross Receipts for 1839, 2,089 *l.* 11 *s.* 2 *d.* Profits, none ascertained.

(signed) *J. H. Humfrey.*

(16.)—GRAND JUNCTION RAILWAY.

RETURN showing the Number of Passengers carried; of the Miles travelled; and the Amount of the Money received; of the Average Receipt per Mile from each Passenger for each Month, from April 1839 to the end of January 1840.

DATE.	Number of Miles opened to the Public.	Fare per Mile for thorough Distance.				Number of Passengers.					Number of Miles Travelled.			
		Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.	Total.	Mail.	1st Class.	2d Class.	3d Class.
1839:	*Miles.*	*d.*	*d.*	*d.*	*d.*									
28th April to 25th May inclusive	-	-	-	-	-	1,684 ½	21,487 ½	12,424 ½	1,392	36,988 ½	163,396 ½	1,361,514 ¼	556,059 ½	135,024
26th May to 29th June inclusive	-	-	-	-	-	2,353 ½	30,127 ½	16,633	2,037 ½	51,151 ½	228,289 ½	1,965,899 ½	734,552	197,637
30th June to 27th July inclusive	-	-	-	-	-	1,785 ½	27,795	14,429	1,559 ½	45,569	173,193 ½	1,761,597 ½	635,659	151,271 ½
28th July to 31st August inclusive	-	-	-	-	-	2,414 ¼	37,688 ½	20,471	2,084	62,658	234,206 ½	2,486,704	865,816	202,148
1st Sept. to 28th Sept. inclusive	97 ¼	2 ⅘	2 ½	2 1/10	1 ⅛	1,613 ½	25,750 ½	11,906	1,696	40,966	156,509 ½	1,668,186	544,260	164,512
29th Sept. to 26th Oct. inclusive	-	-	-	-	-	1,560	24,626	10,894	1,459 ¼	38,539 ½	151,320	1,523,949	449,833 ½	141,571 ½
27th Oct. to 30th Nov. inclusive	-	-	-	-	-	1,610 ½	25,343 ½	10,495	1,506	38,955	156,218 ½	1,502,508	461,594	146,082
1st Dec. to 28th Dec. inclusive	-	-	-	-	-	1,192	19,823 ½	8,459	1,237 ½	30,712	115,624	1,134,693	308,554	120,037 ½
1840:														
29th Dec. to 1st Feb. inclusive	-	-	-	-	-	1,479	25,338	11,344	1,481 ½	39,642 ½	143,463	1,456,112	421,029 ½	143,705 ½

 (*continued*)

(16.)—GRAND JUNCTION RAILWAY—*continued.*

DATE.	Amount of Gross Receipts for Passengers.				Average Receipt for each Passenger.				Average Fare per Mile Received for each Passenger.			
	Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.
1839:	£. s. d.	£. s. d.	£. s. d.	£. s. d.	s.	s. d.	s. d.	s. d.	d.	d.	d.	d.
28th April to 25th May inclusive - - - -	1,937 3 6	14,532 19 8	4,944 13 1	739 12 10	23	13 6·327	7 11·518	10 7·526	2·845	2·562	2·134	1·315
26th May to 29th June inclusive - - - -	2,706 10 6	21,428 9 6	6,593 3 2	1,066 4 7	–	14 2.705	7 11·133	10 5·602	2·845	2·616	2·154	1·295
30th June to 27th July inclusive - - - -	2,053 6 6	19,114 8 4	5,676 8 11	829 18 8	–	13 9·046	7 10·417	10 7·759	2·845	2·604	2·143	1·316
28th July to 31st August inclusive - - -	2,776 13 6	26,808 14 7	7,729 19 5	1,108 15 6	–	14 2·720	7 6·625	10 7·687	2·845	2·588	2·143	1·316
1st Sept. to 28th Sept. inclusive - - - -	1,855 10 6	18,037 2 1	4,950 17 9	886 19 10	–	14 –·113	8 3·800	10 5·520	2·845	2·535	2·183	1·294
29th Sept. to 26th Oct. inclusive - - -	1,794 – –	16,583 19 8	4,083 – 7	767 – 6	–	13 5·624	7 5·950	10 6·170	2·845	2·612	2·179	1·300
27th Oct. to 30th Nov. inclusive - - - -	1,852 1 6	16,204 3 6	4,178 16 7	794 6 6	–	12 9·454	7 11·562	10 6·582	2·845	2·588	2·173	1·305
1st Dec. to 28th Dec. inclusive - - - -	1,370 16 –	12,415 18 7	2,838 10 11	646 18 9	–	12 6·321	6 8·536	10 5·529	2·845	2·626	2·208	1·294
1840:												
29th Dec. to 1st Feb. inclusive - - - -	1,700 17 –	15,742 17 10	3,841 5 –	776 12 8	–	14 –·059	6 9·268	10 5·850	2·845	2·595	2·190	1.299

N. B.—The mail fares returned are all booked for the entire distance.
The third-class fares consist of fares in the open carriages, at 11*s.*, and of soldiers' fares, charged at 9*s.* 1 *d.* for the entire distance; both of which classes are for the most part booked throughout.

Liverpool, 9th April 1840.

J. R. Chorley, Treasurer.

Appendix, No. 1.

Grand Junction Railway.

1.—A RETURN showing the MAXIMUM RATES leviable on each Class of Passengers, under the Authority of any Act of Parliament, empowering the Company to levy the same; stating whether such Fares include the Use of the Company's Carriages and Locomotive Power.

THE maximum fares chargeable under the Company's Act, 3 Gul. 4, c. 36 (including the use of carriages and locomotive power) are

For each passenger in any entirely open and uncovered carriage, or on the outside of any covered carriage - - - - - - - - - - - 2½*d.* per mile.
In any covered carriage - - - - - - - - - - 3*d.* —
In any four-inside or mail-carriage - - - - - - - - 3½*d.* —

2.—A RETURN showing the FARES which have been from time to time levied on each Class of Passengers, and the Effect which any Alteration thereon has had upon the Number of Passengers carried, or the Total Amount of Fares received; and also distinguishing the Charges made for Locomotive Power employed in conveying the same from the Tolls paid in respect thereof.

THE fares originally charged by the Company were, for the entire distance of 98 miles or thereabouts between Liverpool, Manchester and Birmingham:

Four-inside carriage or mail - - - - - - - -	£.1 5 –
Six-inside carriage, 1st class - - - - - - - -	1 1 –
Close covered carriage, 2d class - - - - - - -	– 14 –

which were altered from October 1st, 1838, to the present charges:

Mail - - - - - - - - - - - - - -	£.1 3 –
1st class - - - - - - - - - - - - -	1 1 –
2d class, close and covered carriage - - - - - - -	– 17 –
3d class, open - - - - - - - - - - -	– 11 –

the charge for shorter distances being a little higher in proportion, but to no considerable extent.

It

It is not in the power of the Company to state the effect which the alteration in question has had upon the number of passengers carried, or the total amount of fares received, as these have been at the same time subject to the operation of various other causes wholly dependent of such alteration, the influence of which was gradually developed, and the effects of which are still progressively experienced, and cannot yet be considered as at all determined. For instance, the effect of the opening throughout of the London and Birmingham and North Union Railways came into operation subsequently to the alteration of the fares, and materially contributed to increase the passenger business, but to what extent cannot be positively stated.

3.—A RETURN showing the Maximum Rate of Tolls leviable upon all Carriages used in conveying Private Carriages, Goods, Horses, or Live Stock along the said Railway.

The maximum tolls leviable, as specified in the Act above recited, are as follow:

For all limestone any sum not exceeding 1*d.* per ton per mile.
For all coal and lime, all dung, compost, and all sorts of manure, and all materials for the repair of the public roads and highways, any sum not exceeding 1½*d* per ton per mile.
For all coke, culm, charcoal, cinders, stone, sand, clay, building, pitching, and paving stones, flags, bricks, tiles, and slates, any sum not exceeding 2*d.* per ton per mile.
For all sugar, corn, grain, flour, dyewoods, staves, deals, lead, iron, and other metals, any sum not exceeding 2½*d.* per ton per mile.
For all cotton and other wool, hides, drugs, manufactured goods, and all other wares, merchandize, matters, or things, any sum not exceeding 3*d.* per ton per mile.

And in respect of passengers, beasts, cattle, and animals conveyed in carriages upon the said railway, as follows:

For every person conveyed in or upon any such carriage, the sum of 2 *d.* per mile.
For every horse, mule, or ass, or other beast of draught or burthen, and for every ox, cow, bull, or neat cattle, conveyed in or upon any such carriage, the sum of 1½ *d.* per mile.
For every calf or pig conveyed in or upon any such carriage, the sum of ½ *d.* per mile.
For every sheep, lamb, or other small animal, conveyed in or upon any such carriage, the sum of ¼ *d.* per mile.
For every carriage of whatever description, not being a carriage adapted and used for travelling on a railway, and not weighing more than one ton, carried or conveyed on a truck or platform, the sum of 4*d.* per mile.

N.B.—There is no rate of toll specified for carriages used in conveying private carriages.

4.—A RETURN showing the Rate of Tolls which have been from time to time levied on any Carriage used in conveying Passengers, Private Carriages, Goods, Horses, or Live Stock, along the said Railway, whether such Goods, Private Carriages, Horses, and Live Stock were conveyed on account of the Company, or on account of Private Carriers.

The Company have not hitherto had occasion to levy tolls upon any carriage used in conveying passengers, private carriages, goods, horses, or live stock along the railway. The only article carried on this railway on toll has been coal, the quantity of which has been trifling, the whole amount of toll since the opening of the railway not having exceeded 800*l.* as shown in return No. 7. The rate charged on this article has been ¾*d.* per ton per mile.

5.—A RETURN showing the Maximum Rates leviable by the Company, as Carriers, for the carriage of Goods, Horses, or Live Stock along the said Railway.

The Company's Act does not fix any maximum rates leviable by the Company, as carriers, for the carriage of goods, horses, or live stock, but authorizes them to carry all such cattle, goods, wares, merchandize, and other things, as may be offered to them to be carried, and to make such reasonable charges for the conveyance of the same, as they may from time to time determine upon, in addition to any tolls authorized to be levied thereupon.

Appendix, No. 1.

Grand Junction Railway.

6.—A RETURN showing the RATES which have been from time to time charged by the said Company, as Carriers, for the Conveyance of Private Carriages, Goods, Horses, or of Live Stock, by the Company.

THE Company's charge for horses and private carriages was at first, for the entire distance of 98 miles or thereabouts :

Carriage, four-wheeled		£. 3	– –
For one horse		1	10 –
If carried in one box	2 horses, one property	2	10 –
	3 horses, —	3	10 –

which was subsequently altered, as respects horses ; the charge for one, since March 1838, has been for the whole distance £. 2 – –

If carried in one box	2 horses, one property	3	– –
	3 horses, —	4	– –

The Company first began to carry light and valuable goods in small quantities only, the rates for which, as fixed January 20, 1838, were from 2 *s.* to 2 *s.* 6 *d.* and 3 *s.* per cwt., and 7 *s.* per cwt. for light articles ; average about 2 *s.* 6 *d.*

In May 1838, these rates were reduced, when the Company's means of carriage became extended, to 1 *s.* 6 *d.*, 2 *s.*, and 2 *s.* 6 *d.* respectively ; light articles, as before ; average about 2 *s.* 3 *d.*

In October 1838, a further reduction was made to rates of 1 *s.* 3 *d.*, 1 *s.* 6 *d.*, 2 *s.*, and 2 *s.* 6 *d.* ; the highest charges for some light and costly articles being 3 *s.* and 5 *s.* ; the average rate being about 1 *s.* 9 *d.* per cwt.

These were again reduced on June 1, 1839, to 1 *s.*, 1 *s.* 1½ *d.*, 1 *s.* 3 *d.*, and 1 *s.* 6 *d.*, with certain light and perishable articles at 2 *s.* and 3 *s.* respectively ; average about 1 *s.* 2 *d.* per cwt. on the bulk of goods ; which are the rates now charged by the Company.

7.—A RETURN showing the GROSS AMOUNT received for each of the Years 1837, 1838, and 1839, under the several Heads :—1st, Of Tolls ; 2d, For the Conveyance of Passengers ; 3d, For the Conveyance of Goods.

THE gross amount received for tolls by the Company, was as follows :

In 1837	None.		
In 1838	£. 36	–	11
In 1839	636	9	7

For the Conveyance of Passengers :

1837 (6 months)	£. 102,019	6	2
1838	224,350	2	3
1839	281,125	7	11

For the Conveyance of Goods :

1837 (6 months)	£. 1,840	6	7
1838	25,696	–	5
1839	66,457	1	9

8.—A RETURN showing the POWERS which the Company have of charging Locomotive Power, and in what Manner they have charged the same.

THE Company are empowered by the Act above recited, "to provide locomotive or other power for the drawing of any articles, passengers, cattle, &c., and to receive and demand such sums for the use of such power as the Company shall think proper, in addition to the tolls authorized to be taken by the Act." The Company have not hitherto made any charge under this head, as they had no occasion to undertake the supply of locomotive power in the manner referred to in the said clause.

9.—A RETURN of all RULES made to regulate the Conveyance of Goods, whether the same relate to Goods carried by the Company, or by Private Carriers.

THE Company have not issued any rules to regulate the conveyance of goods; those which the Company have conveyed, as carriers, having been received, forwarded, and delivered in the manner usually followed with respect to other modes of conveyance previously existing; and the goods which are conveyed on this line by carriers being forwarded according to arrangements mutually agreed upon between the carriers and the Company. The Company have never left behind any goods which arrived in time for the departure of the daily luggage train. There is a code of instructions for the regulation of the working of the trains generally, and the preservation of order on the line but these cannot strictly be termed regulations for the conveyance of goods.

10.—A RETURN showing the OUTGOINGS of each Railway, distinguishing the Outgoings incurred by such Railway as Owners thereof, and distinguishing those Outgoings which they have incurred as the Carriers of Passengers from those which they have incurred as the Carriers of Goods, and setting forth the several Branches of each of the aforesaid Sources of Expenditure.

THE Company are not enabled to make the discrimination of expenses required in this clause, as the expenses of working the line are necessarily mingled with those belonging to them as owners thereof; while again, supposing that the Company were exclusively toll owners, and not carriers also, the outlay would be different from what it must be in consequence of the Company being carriers as at present; supposing it possible to determine the different branches of expenditure separately under the actual circumstances.

The Company cannot undertake to distinguish the outgoings which they incur as carriers of passengers from those which they incur as carriers of goods; the expenses of working, repairs of line, establishment, &c. being in a great measure common to both, so that any attempt to distinguish them must necessarily be arbitrary and subject to error. The principle upon which any selection could be made would be open to question and dispute, and great differences of opinion exist on such questions amongst persons most conversant with the working of railways.

11.—A RETURN showing the GROSS and NET PROFITS of the Company for the said Years 1837, 1838, and 1839.

THE gross receipts of this Company were

In 1837 (6 months)	£. 119,513 18 11
In 1838	306,008 10 7
In 1839	420,104 16 10

And the net profits

In 1837 (6 months)	£. 56,035 10 10
In 1838	129,159 1 7
In 1839	202,486 3 9

J. R. Chorley,
Treasurer to the Grand Junction Railway Company.

Liverpool, 9 March 1840.

(17.)—GREAT NORTH OF ENGLAND RAILWAY.

MAXIMUM TOLLS leviable, exclusive of Locomotive Power.	Rate per Mile. s.	d.
Passengers	–	3
Carriages, per ton per mile	–	4
Horned cattle, &c.	–	3
Calves, &c.	–	1

This Railway is not yet in working operation.

(signed) *D. O'Brien*, Secretary.

(18.)—GREAT WESTERN RAILWAY.

A RETURN showing the Number of Passengers carried; of the Miles travelled; of the Money received; and of the Average Receipt per Mile from each Passenger, for each Month, from April 1839 to the end of January 1840.

DATE.	Number of Miles opened to the Public.	Fare per Mile.		Number of Passengers.			Number of Miles Travelled.	Amount of Gross Receipts for Passengers.	Average Receipt for each Passenger.	Average Fare per Mile received for each Passenger.	
		1st Class.	2d Class.	1st Class.	2d Class.	Total.				1st Class	2d Class.
1839:								£. s. d.	s. d.		
ay - - -	22	2 7/8	1 3/4	16,005	46,566	62,571	1,058.396	9,349 4 4	2 11 7/8	2 7/8	1 3/4
ne - - -	22	–	–	14,466	43,626	58,092	972,870	8,651 19 9	2 11 3/4	–	–
ly - -	31	–	–	16,514	65,906	82,420	1,499,720	11,618 6 3	2 9 3/4	–	–
ıgust - - -	31	–	–	13,467	5[illegible],007	64,474	1,169,343	11,173 6 6	3 5 3/8	–	–
ptember - -	31	–	–	12,515	59,647	72,162	1,331,638	9,364 6 2	2 7 1/8	–	–
ctober - -	31	–	–	14,864	36,090	50,954	960,436	10,280 18 6	4 – 3/8	–	–
ovember - -	31	–	–	10,521	24,456	34,977	667,547	6,412 16 10	3 8	–	–
ecember - -	31	–	–	12,375	35,073	47,448	910,689	7,525 16 11	3 2 1/8	–	–
1840:											
nuary - -	31	–	–	13,052	23,001	36,053	708,332	6,946 12 8	3 10 1/4	–	–
				123,779	385,372	509,151	9,278,971	81,323 7 11			

N. B.—There is no distinction of fare for mail passengers, and there were no third-class passengers on this Railway, during the above-mentioned period.

Charles A. Saunders, Secretary.

(19.)—LEEDS AND SELBY RAILWAY.

A RETURN showing the Number of PASSENGERS carried; of the Miles travelled; of the Money received; of the Average Receipt per Mile from each Passenger, for each Month, from April 1839 to the end of January 1840.

DATE.	Number of Miles opened to the Public.	Fare per Mile.				Number of Passengers.					Number of Miles Travelled.			
		Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.	Total.	Mail.	1st Class.	2d Class.	3d Class.
1839:			d.	d.	d.									
May -	20	–	2 1/2	1 6/7	1 3/10	–	1,372	7,424	177	8,973	–	4,100	4,100	360
June -	20	–	2 1/2	1 6/7	1 3/10	–	3,442	11,502	3,154	18,098	–	5,660	5,660	5,360
July -	20	–	2 1/2	1 6/7	1 3/10	–	5,201	15,934	4,892	26,027	–	6,228	6,228	5,868
August -	20	–	2 1/2	1 6/7	1 3/10	–	5,084	17,363	4,783	27,230	–	6,328	6,328	5,888
September	20	–	2 1/2	1 6/7	1 3/10	–	4,452	13,650	3,648	21,750	–	5,948	5,948	5,468
October -	20	–	2 1/2	1 6/7	1 3/10	–	4,315	10,433	3,738	18,486	–	5,930	5,930	5,450
November	20	–	2 1/2	1 6/7	1 3/10	–	2,906	9,419	797	13,122	–	5,342	5,342	1,447
December	20	–	2 1/2	1 6/7	–	–	3,418	9,279	–	12,697	–	5,368	5,368	– –
1840;														
January -	20	–	2 1/2	1 6/7	–	–	3,394	8,375	–	11,769	–	5,475	5,475	– –

19.—Leeds and Selby Railway—*continued.*

DATE.	Amount of Gross Receipts for Passengers.				Average Receipt for each Passenger.					Average Fare per Mile received for each Passenger.				
	Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.		Mail.	1st Class.	2d Class.	3d Class.	
1839:		£.	£.	£.		s. d.	s. d.	s. d.			d.	d.	d.	
May -	–	238	882	12	–	3 $5\frac{31}{49}$	2 $4\frac{8}{15}$	1 $4\frac{2}{3}$		–	$2\frac{7}{16}$	$1\frac{13}{16}$	1 $\frac{3}{8}$	
June -	–	471	1,278	207	–	2 $8\frac{2}{3}$	2 $2\frac{2}{3}$	1 $3\frac{4}{5}$		–	$2\frac{1}{7}$	$1\frac{7}{10}$	$1\frac{5}{17}$	
July -	–	686	1,806	322	–	2 $7\frac{17}{26}$	2 $3\frac{1}{5}$	1 $3\frac{5}{6}$		–	$2\frac{7}{27}$	$1\frac{2}{3}$	$1\frac{5}{14}$	
August -	–	659	1,981	302	–	2 $7\frac{11}{19}$	2 $3\frac{5}{13}$	1 $3\frac{1}{6}$		–	$2\frac{2}{5}$	$1\frac{2}{3}$	$1\frac{19}{27}$	
September	–	572	1,485	237	–	2 $6\frac{6}{7}$	2 $2\frac{1}{2}$	1 $3\frac{38}{39}$		–	$2\frac{5}{11}$	$1\frac{7}{11}$	$1\frac{1}{3}$	
October -	–	566	1,169	243	–	2 $7\frac{11}{24}$	2 $2\frac{7}{8}$	1 $3\frac{5}{8}$		–	$2\frac{9}{17}$	$1\frac{21}{51}$	$1\frac{5}{16}$	
November	–	391	991	53	–	2 $8\frac{1}{3}$	2 $1\frac{1}{4}$	1 $4\frac{1}{9}$		–	$2\frac{7}{12}$	$1\frac{2}{3}$	$1\frac{7}{20}$	
December	–	446	975	- -	–	2 $7\frac{3}{10}$	2 $1\frac{4}{17}$	- -		–	$2\frac{3}{5}$	$1\frac{1}{7}$	—	
1840:														
January -	–	456	879	- -	–	2 $8\frac{1}{4}$	2 $1\frac{2}{11}$	- -		–	$2\frac{11}{16}$	$1\frac{5}{8}$	—	

1.—RETURN of Maximum Fares leviable on Passengers by each Class of Carriages, the Company finding the Carriages and Power.

Such reasonable charge as shall from time to time be determined by the Company.

2.—RETURN of Fares which have from time to time been charged.

	CHARGE EACH PASSENGER															
	From the Opening, Sept. 1834 to 8 Nov. 1835.			From 8 Nov. 1835 to 22 May 1836.			From 22 May 1836 to 31 Oct. 1837.			From 31 Oct. 1837 to the present time.		
	Fare, including Toll.	Toll.	Residue for Carriages, Power, &c.	Fare, including Toll.	Toll.	Residue for Carriages, Power, &c.	Fare, including Toll.	Toll.	Residue for Carriages, Power, &c.	Fare, including Toll.	Toll.	Residue for Carriages, Power, &c.
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
From Leeds to Selby, 20 miles, 1st class - - -	3 –	1 6	1 6	4 –	1 6	2 6	5 –	1 6	3 6	4 –	1 6	2 6
Ditto - - - - - - - - 2d class - - -	2 –	1 6	– 6	3 –	1 6	1 6	4 –	1 6	2 6	3 –	1 6	1 6
Ditto - - - - - - - - 3d class - - -	-	-	-	-	-	-	3 –	1 6	1 6			
From Leeds to Hambleton, 16 miles, 1st class - -	2 6	1 6	1 –	3 6	1 6	2 –	4 6	1 6	3 –	3 6	1 6	2 –
Ditto - - - - - - - - 2d class - -	2 –	1 6	– 6	2 6	1 6	1 –	3 6	1 6	2 –	2 6	1 6	1 –
From Leeds to Milford, 12 miles, 1st class - -	2 –	1 6	– 6	2 6	1 6	1 –	3 –	1 6	1 6	2 6	1 6	1 –
Ditto - - - - - - - - 2d class - -	1 6	1 6	-	2 –	1 6	– 6	2 6	1 6	1 –	2 –	1 6	– 6
From Leeds to Micklefield, 9 miles, 1st class - -	1 6	1 –	– 6	2 –	1 –	1 –	2 6	1 –	1 6	2 –	1 –	1 –
Ditto - - - - - - - - 2d class - -	1 –	1 –	-	1 6	1 –	– 6	2 –	1 –	1 –	1 6	1 –	– 6
From Leeds to Gurforth, 6½ miles, 1st class - -	1 6	1 –	– 6	1 6	1 –	– 6	2 –	1 –	1 –	1 6	1 –	– 6
Ditto - - - - - - - - 2d class - -	1 –	1 –	-	1 –	1 –	-	1 6	1 –	– 6	1 –	1 –	
From Leeds to Milford Junction, since the opening of the York and North Midland line to York, say 30th May 1839, 13½ miles, 1st class - - - - -	-	-	-	-	-	-	-	-	-	2 6	1 6	1 –
Ditto - - - - - 2d ditto - - - -	-	-	-	-	-	-	-	-	-	2 –	1 6	– 6
Ditto - - - - - 3d ditto - - - -	-	-	-	-	-	-	-	-	-	1 6	1 6	

The tolls fixed by the Act of Parliament being not to exceed
For each passenger, not more than five miles, 6 *d.*
Ditto - - - ditto - - ten miles, 1 *s.*
Ditto - - - above ten miles, 1 *s.* 6 *d.*

ppendix, No. 1.

eeds and Selby Railway.

RETURN showing the Effect produced by CHANGE of FARES on the Number of Passengers carried, and on the Amount received; taken from the 1st day of May to the 31st day of October in each Year, being the only Six Months in which all the various Fares have been charged.

		No. of Passengers.	Money Received.
			£. s. d.
1835 The fare from Leeds to Selby	1st class, 3 *s.*	69,718	7,942 1 2
	2d class, 2 *s.*		
1836 - Ditto - -	1st class, 4 *s.*	60,439	8,935 18 5
	2d class, 3 *s.*		
1837 - Ditto - -	1st class, 5 *s.*	41,830	7,651 4 9
	2d class, 4 *s.*		
	3d class, 3 *s.*		
1838 - Ditto - -	1st class, 4 *s.*	60,174	7,862 - -
	2d class, 3 *s.*		
	3d class, 2 *s.* 6 *d.*		
1839 - Ditto - -	1st class, 4 *s.*	171,002	19,254 7 6
	2d class, 3 *s.*		

3. 5.—RETURN of the MAXIMUM TOLLS leviable by the Company on Goods, Private Carriages, Horses, or Live Stock passing along the Railway;—Also, of the MAXIMUM RATES (including Tolls) leviable by the Company, as Carriers, for conveying the same.

	Tolls Leviable by the Company.	Rates for Conveyance (including Tolls) Leviable by the Company as Carriers.
Lime for manure - - - - - - - - -	- - 1 *d.* per ton per mile.	
Lime or limestone, coal, coke, charcoal, stone, sand, clay, fullers'-earth, flags, bricks, tiles, slates, pig-lead, pig and old iron, building, pitching, or paving-stones.	- - 1 ½ *d.* per ton per mile.	
Sugar, corn, grain, flour, dye-woods, timber, staves, deals, lead, bar-iron, and other metals.	2 *d.*	
Cotton and other wools, hides, drugs, and all other articles.	3 *d.*	
Lime, limestone, manure, materials for repair of roads, stone, sand, clay, building, pitching, and paving-stones, tiles, slates, timber, staves, deals.	- - -	- - 6 *s.* per ton for the distance between Leeds and Selby, say 20 miles; other distances in proportion.
Sugar, corn, grain, flour, dye-woods, lead, iron, and other metals.	- - -	7 *s.* per ton ditto.
Cotton and other wools, hides, drugs, groceries, and manufactured goods.	- - -	8 *s.* 6 *d.* - ditto.
Hops, tea, wines, spirits, vitriol, glass, and other hazardous articles.	- - -	10 *s.* 6 *d.* - ditto.
Coals, coke, culm, charcoal, and cinders - - -	- - -	- - 2 ½ *d.* per ton per mile.
For every horse, mule, ass, ox, cow, bull, or neat cattle passing along the line—		
Not exceeding 5 miles - - - - -	9 *d.* each	Such reasonable charge as shall from time to time be determined by the Company.
Ditto - 10 — - - - - -	1 *s.* 6 *d.* each	
Above 10 miles - - - - - -	2 *s.* 6 *d.* —	

Appendix, No. 1.

Leeds and Selby Railway.

6.—A RETURN showing the RATES (including the Tolls) which have been from time to time charged by this Company, as Carriers, for the conveyance of Private Carriages, Goods, Horses, or Live Stock, from Leeds to Selby and *vice versâ*; distance, Twenty Miles.

	RATES CHARGED.		
	From September 1834 to September 1836.	From September 1836 to January 1839.	From January 1839, and now Chargeable.
	£. s. d.	£. s. d.	£. s. d.
Alum - - - - - - - *per ton*	– 5 –	– 5 –	– 5 –
Ashes, anchovies, and arsenic - —	– 8 4	– 8 4	– 8 4
Bark in casks, barilla - - - - —	– 5 10	– 6 8	– 6 8
Bristles, brushes, and bells - - —	– 8 4	– 8 4	– 8 4
Blacking, black-lead, and box-wood —	– 6 8	– 8 4	– 5 –
Brandy - - - - - *per puncheon*	– 4 –	– 5 –	– 4 –
Beef, brass, bones, brimstone, and bottles - - - - - - *per ton*	– 6 8	– 8 4	– 8 4
Bacon, butter, and brush-handles - —	– 6 8	– 8 4	– 8 4
Currants - - - - - - *per butt*	– 5 –	– 5 10	– 5 –
Cement, chalk, and clay - - - *per ton*	– 5 –	– 5 10	– 5 –
Cast-iron wheels, and castings - —	– 5 –	– 5 10	– 5 –
Candles, cheese, copper, and canvass —	– 6 8	– 8 4	– 8 4
Coffee and cocoa - - - - - —	– 6 8	– 8 4	– 6 8
Cotton - - - - - - - —	– 6 8	– 8 4	– 8 4
Cudbear and colours - - - —	– 6 8	– 8 4	– 5 –
Copperas and calamine - - - —	– 5 10	– 5 10	– 5 –
Candy and capillaire - - - —	– 8 4	– 8 4	– 8 4
Cider - - - - - - *per hogshead*	– 2 –	– 2 –	– 2 –
Dyewoods - - - - - - *per ton*	– 5 –	– 5 10	– 5 –
Emery and Epsom salts - - - —	– 8 4	– 8 4	– 8 4
Earthenware - - - - - - —	– 5 –	– 5 10	– 5 –
Elephants' teeth - - - - —	– 6 8	– 8 4	– 8 4
Flint, fullers'-earth, and fellies - —	– 5 –	– 5 10	– 5 –
Fustic - - - - - - - —	– 5 –	– 5 –	– 5 –
Flax - - - - - - - —	– 6 8	– 6 8	– 6 8
Fish, flour, and fruit - - - —	– 6 8	– 8 4	– 6 8
Flocks - - - - - - - —	– 8 4	– 8 4	– 8 4
Flat and round pipes - - - —	– 5 –	– 5 10	– 5 –
Grease and butter - - - - —	– 5 10	– 5 10	– 5 –
Glue - - - - - - - - —	– 6 8	– 8 4	– 5 –
Gum and heavy drugs - - - —	– 5 –	– 5 –	– 5 –
Gig shafts - - - - - - —	– 8 4	– 8 4	– 8 4
Hemp - - - - - - - —	– 6 8	– 6 8	– 6 8
Hides and hoops - - - - —	– 6 8	– 8 4	– 5 –
Hops - - - - - - - —	– 6 8	– 10 –	– 9 2
Hair - - - - - - - - —	– 5 –	– 5 10	– 5 10
Honey - - - - - - - —	– 8 4	– 8 4	– 8 4
Hardware - - - - - - —	– 6 8	– 8 4	– 8 4
Iron, liquor, and ivory black - —	– 5 –	– 5 10	– 5 –
Indigo - - - - - - - —	– 6 8	– 8 4	– 8 4
Iron in bars - - - - - - —	– 5 –	– 5 10	– 5 –
Iron (old) - - - - - - —	– 5 –	– 5 10	– 6 8
Ironmongery - - - - - - —	– 8 4	– 8 4	– 8 4
Kelp - - - - - - - —	– 5 10	– 6 8	– 5 –
Lamp black - - - - - - —	– 5 10	– 6 8	– 8 4
Leather and lemons - - - —	– 6 8	– 8 4	– 6 8
Lead - - - - - - - - —	– 6 8	– 6 8	– 5 –
Lac Dye - - - - - - - —	– 6 8	– 8 4	– 5 –
Lancewood Poles - - - - —	– 5 –	– 5 –	– 5 –
Liquorice and lard - - - - —	– 8 4	– 8 4	– 8 4
Molasses - - - - - - —	– 5 10	– 6 8	– 5 –
Madder root and madders - - —	– 6 8	– 6 8	– 5 –
Machinery - - - - - - —	– 6 8	– 8 4	– 8 4
Mahogany - - - - - - —	– 6 8	– 8 4	– 6 8
Marble and mustard - - - —	– 8 4	– 8 4	– 8 4
Nails - - - - - - - —	– 5 10	– 6 8	– 8 4
Nuts - - - - - - - - —	– 8 4	– 10 –	– 6 8
Nicaragua wood - - - - —	– 5 –	– 5 –	– 5 –

(*continued*)

Appendix, No. 1.

Leeds and Selby Railway.

		RATES CHARGED.		
		From September 1834 to September 1836.	From September 1836 to January 1839.	From January 1839, and now Chargeable.
		£. s. d.	£. s. d.	£. s. d.
Manganese	*per ton*	– 5 10	– 6 8	– 5 –
Oil	—	– 6 8	– 6 8	– 5 –
Oranges	—	– 6 8	– 8 4	– 5 –
Oilcloth and oil in bottles	—	– 8 4	– 8 4	– 8 4
Paper	—	– 6 8	– 8 4	– 8 4
Pelts	—	– 6 8	– 8 4	– 5 –
Porter	—	– 6 8	– 8 4	– 5 –
Pepper and potatoes	—	– 6 8	– 6 8	– 6 8
Perfumery	—	– 8 4	– 8 4	– 8 4
Pitch, paint, and rosin	—	– 5 10	– 6 8	– 5 –
Quicksilver	—	– 8 4	– 8 4	– 8 4
Raisins, rice, and rags	—	– 6 8	– 8 4	– 6 8
Shumac	—	– 6 8	– 8 4	– 8 4
Saltpetre and soda	—	– 5 10	– 6 8	– 5 –
Starch and staves	—	– 6 8	– 8 4	– 6 8
Soap	—	– 5 10	– 5 10	– 5 –
Sugar (raw) and slates	—	– 5 –	– 5 10	– 5 –
Ditto (lump)	—	– 10 –	– 10 –	– 10 –
Spirits	—	– 8 4	– 10 –	– 10 –
Seeds (garden)	—	– 8 4	– 10 –	– 8 4
Ditto (clover)	—	– 6 8	– 8 4	– 5 –
Sago, soda-water, and smalts	—	– 8 4	– 8 4	– 8 4
Succory and sulphur	—	– 5 –	– 5 –	– 5 –
Tallow	—	– 5 10	– 5 10	– 5 –
Timber, deals, &c.	—	– 5 –	– 5 10	– 5 –
Tar	—	– 5 10	– 6 8	– 5 –
Tobacco, turpentine	—	– 6 8	– 8 4	– 8 4
Tow	—	– 6 8	– 8 4	– 6 8
Tartar	—	– 6 8	– 8 4	– 6 8
Tea	—	– 10 –	– 10 –	– 10 –
Tin plates and blocks, and tiles	—	– 5 –	– 6 8	– 5 –
Toys and types	—	– 8 4	– 8 4	– 8 4
Valonia and vinegar	—	– 6 8	– 8 4	– 6 8
Woad	—	– 5 –	– 5 10	– 5 –
Wool, woollen goods, and woollen yarn	—	– 6 8	– 8 4	– 8 4
Wire	—	– 6 8	– 8 4	– 8 4
Wine	—	– 8 4	– 10 –	– 10 –
Wearing apparel	—	– 8 4	– 8 4	– 8 4
Whiting, in casks	—	– 5 –	– 5 10	– 5 –
Zinc and zaffers	—	– 5 10	– 6 8	– 8 4
Wheat, barley, beans, linseed, mustard-seed, malt, oats, peas, rape-seed, and rye	*per quarter*	– 1 –	– 1 –	– 1 3

7.—Return showing the Gross Amount received by the Company in the Years 1837, 1838, and 1839, for Conveyance of Passengers and Goods.

No tolls have been received by the Company on passengers or goods, except when conveyed by the Company; and no account has been kept distinct from the general receipt of what the tolls are.

	Received in 1837.	Received in 1838, for Conveyance of.	Received in 1839.
	£. s. d.	£. s. d.	£. s. d.
Received for the conveyance of passengers and parcels.	12,506 14 10	12,422 9 4	19,861 6 8
Received for the conveyance of goods, minerals, and cattle.	15,527 8 9	19,881 9 11	24,901 12 3

The tolls included in both cases.

8.—There is no clause in the Acts of Parliament relating to the Company charging for locomotive power.

9.—The Company have no rules for regulating the conveyance of goods, the whole of the carrying on the line being done by their own servants, who are expected to use every care, regularity, and despatch.

11.—ACCOUNT of the RECEIPTS, DISBURSEMENTS, and PROFITS of the *Leeds* and *Selby* Railway Company, for the Years 1837, 1838, and 1839.

RECEIPTS:	1837. £. s. d.	1838. £. s. d.	1839. £. s. d.
Dec. 31. Received for passengers and parcels	12,506 14 10	12,422 9 4	19,861 6 8
Dec. 31. Received for carriage of merchandize and minerals	15,527 8 9	19,681 9 11	24,901 12 3
Balance, being Loss in 1838	- - -	131 6 2	—
£.	28,034 3 7	32,435 5 5	44,762 18 11

DISBURSEMENTS:	1837. £. s. d.	1838. £. s. d.	1839. £. s. d.
Repairs, and working the locomotive engines	4,825 19 4	4,268 15 6	5,757 17 6
Maintaining the road	4,615 – 11	4,463 8 10	5,106 5 –
Cost of coke	1,969 12 2	2,116 2 –	3,466 – –
Office and police establishment	1,377 11 –	1,449 2 9	1,682 10 3
Coach disbursements	1,088 15 2	1,122 3 10	1,492 4 4
Coal, lime, and merchandize disbursements	3,174 1 4	4,733 2 3	3,847 17 –
Compensation for damages	252 18 7	231 19 1	206 3 9
Rates and assessments	688 7 6	583 7 4	775 16 8
Government duty on passengers	737 9 1	852 10 11	1,259 17 6
General account, including banker's interest and commission	789 8 5	1,358 14 2	830 4 10
Law expenses	500 – –	388 4 10	32 11 6
Interest on loans	4,987 12 10	5,200 – –	5,200 – –
New engines	- - -	2,587 10 –	5,069 10 –
Construction of the way	- - -	1,855 5 10	—
Building new station-houses, and at depôt	- - -	302 16 1	3,005 2 10
Stationery account	- - -	122 3 –	116 19 3
In reduction of construction account	- - -	800 – –	800 – –
Balance, being profit in 1837	3,027 7 3	—	—
Ditto - - ditto - 1839	- - -	- - -	6,113 18 6
£.	28,034 3 7	32,435 6 5	44,762 18 11

(Errors excepted.)

Leeds, 11 March 1840.

(signed) *Peter Clarke*,
Superintendent of the Leeds and Selby Railway.

Appendix, No. 1.

Leicester and Swannington Railway.

(20.)—LEICESTER AND SWANNINGTON RAILWAY.

(Incorporated by Act of 3 Will. 4.)

A RETURN showing the Number of Passengers carried; of the Miles travelled; of the Money received; of the Average Receipt per Mile from each Passenger, for each Month, from April 1839 to the end of January 1840.

DATE.	Number of Miles opened to the Public.	Fare per Mile.		Number of Passengers.			Number of Miles Travelled.	
		1st Class.	2d Class.	1st Class.	2d Class.	Total.	1st Class.	2d Class.
1839:		*d.*	*d.*					
May - -	- -	1·8948	1·342	127	2,180	2,307	1,209¾	17,552
June - -	- -	—	—	80	1,643	1,723	678½	14,194¾
July - -	- -	—	—	109	2,115	2,224	1,036¾	18,181¼
August -	- -	—	—	92	1,821	1,913	837½	15,719¾
September -	- -	—	—	86	2,238	2,324	830½	18,309½
October -	- -	—	—	86	2,363	2,449	846	17,444½
November -	- -	—	—	76	1,527	1,603	756½	12,584½
December -	- -	—	—	67	1,461	1,528	594¾	12,535¾
1840:								
January -	- -	—	—	75	1,504	1,579	741½	12,255½

DATE.	Amount of Gross Receipts for Passengers.						Average Receipt for each Passenger.		Average Fare per Mile received for each Passenger.	
	1st Class.			2d Class.			1st Class.	2d Class.	1st Class.	2d Class.
1839:	£.	*s.*	*d.*	£.	*s.*	*d.*	*s.* *d.*	*d.*	*d.*	*d.*
May - - -	8	19	–	94	7	9	1 4·9134	10·3913	1·7756	1·29
June - -	5	8	6	75	6	9	1 4·2750	11·0048	1·9189	1·2737
July - -	7	13	3	92	19	3	1 4·8712	10·5489	1·7738	1·2714
August -	6	5	3	83	6	–	1 4·3369	10·9785	1·7946	1·2717
September -	6	–	–	93	11	9	1 4·7441	10·3618	1·7338	1·2675
October -	6	2	6	108	19	6	1 5·232	11·0681	1·7375	1·4992
November -	5	11	–	67	2	3	1 5·5263	10·6481	1·7607	1·2798
December -	4	8	3	65	8	6	1 5·36004	10·5079	1·7805	1·2526
1840:										
January -	5	8	6	65	17	–	1 3·6805	10·7480	1·7559	1·2895

N. B.—No mail, nor any 3d class of passengers on this Railway.

(signed) *Isaac Hodgson*,
Deputy Chairman of the Directors.

1.—A RETURN showing the MAXIMUM FARES leviable on each Class of Passengers, under the authority of the Act of Parliament constituting the Company, stating whether such Fares included the Use of the Company's Carriages and Locomotive Power.

For every passenger in any carriage not drawn or propelled, and provided by the Company, the sum of $2\frac{1}{2}d.$ per mile.

For every passenger in any carriage, drawn or propelled, and provided by and at the expense of the said Company, the sum of $3d.$ per mile.

2.—A RETURN showing the FARES which have been from time to time levied on each Class of Passengers, and the Effect which any alteration thereon has had upon the number of Passengers carried, or the Total Amount of Fares received.

The fares which have been levied for passengers are as follows; viz.:

1. From opening of Railway 17 July 1832 to 10 August 1832.

First-class passengers, at per mile, 2·461 *d.*; second class, 1·23 *d.*
Number of passengers during this period, 3,799.
Amount received, 257 *l.* 7 *s.* 2 *d.*

2. From 10 August to 16 October 1832.

First class, 1·458 *d.* per mile; second class, 0·96 *d.*
Number of passengers during this period, 11,137.
Amount received, 578 *l.* 12 *s.* 5 *d.*

From the latter period to the present.

First class, fare per mile, 1·8948 *d.*; second class, 1·342 *d.*
Number of passengers during this period, 181,396.
Amount received, 8,236 *l.* 0 *s.* 10 *d.*

The alteration of fare is not supposed to have had any effect on the number of passengers.
No distinct apportionment has been made of the charges for locomotive power, as the passenger carriages were mixed with trains conveying coals, &c.

3.—A RETURN showing the MAXIMUM RATE of TOLLS leviable upon all Carriages used in conveying Goods, Horses, or Live Stock along the said Railway.

No rate of tolls is prescribed for conveying private carriages.

	If drawn or propelled and carried by the Company.	If only drawn or propelled by the Company.	If drawn or propelled and carried by any other Person.
For manure and road materials - - -	- - 2 *d.* per ton per mile.	- 1 ¾ *d.* per ton per mile.	- 1 ½ *d.* per ton per mile.
For coal, coke, culm, charcoal, cinders, lime, stone, marl, sand, clay, building, pitching and paving stones, flags, bricks, tiles, deals, lead and iron in pigs, or other metals - -	- - 3 *d.* per ton per mile.	- 2 ¼ *d.* per ton per mile.	- - 2 *d.* per ton per mile.
For timber, wool, corn, grain, flour, manufactured goods, lead in sheets, iron in bars, and all other wares, merchandizes, matters or things - - - - - - - - -	- - 4 *d.* per ton per mile.	- 3 ½ *d.* per ton per mile.	- - 3 *d.* per ton per mile.
For all goods, wares, merchandizes, and other commodities, articles, matters, and things, except lime and except goods, wares, and merchandizes, articles, matters, and things, in respect of which the mile tonnage shall be paid for passing 12 miles at least, and except coals passing towards Leicester from mines distant 10 miles or upwards, limestone, slates, slate-stone, building or pitching or paving-stones or flags, passing towards Leicester from quarries distant not more than eight miles, and in respect of which the mile tonnage shall be made for passing four miles -	6 *d.* per ton over and above the rates and tolls above-mentioned.		
For all goods, wares, merchandizes, and other commodities, matters, and things whatsoever, and for all carriages conveying passengers or cattle, which shall be passed upon any of the inclined planes upon the Railway, by means of steam power, for the use of the stationary engine and machinery connected therewith, and for the attendance and assistance of the Company's servants in passing the inclined planes - - - - - -	- - Such sum as the Company shall appoint, not exceeding at each inclined plane 4 *d.* per ton in addition to the above rates and tolls, but such additional toll not to be taken when in the antecedent year the gross annual income from other tolls shall amount to 10,000 *l.*; and no greater amount to be levied than shall appear necessary for defraying the annual expenses of the stationary engine and machinery at each inclined plane, and the attendance and assistance of the Company's servants.		

Appendix, No. 1.

Leicester and Swannington Railway.

	Not drawn or propelled and provided by the Company.	Drawn or propelled and provided by the Company.
For every horse, mule, ass, or beast of draught or burthen, ox, cow, bull, or cattle - -	- - If carried in or upon a carriage, 2 ½ *d.* per mile.	- - If carried in or upon a carriage, 3 *d.* per mile.
For every calf, sheep, lamb, or pig - -	- ditto, ½ *d.* per mile.	- ditto, 1 *d.* per mile.

4.—A RETURN showing the RATE of TOLLS which have been from time to time levied on any Carriage used in conveying Passengers and Goods along the said Railway.

All such goods were conveyed on account of the Company, and none on account of private Carriers, and no private carriages, horses, or live stock have been conveyed on this Railway.

The following Rates of Tolls have been levied.

Upon PASSENGERS:

		d.
From 17 July 1832 to 10 August 1832.	First class fares per mile	2·461
Ditto - - -	Second - - ditto -	1·23
From 10 August to 16 October 1832.	First class, per mile -	1·458
Ditto - - -	Second class, ditto -	0·96
From 16 October 1832 to the present time.	First class, per mile -	1·8948
Ditto - -	Second class, ditto -	1·342

Upon GOODS:

From July 1832 to March 1833 (allowing long weight of 120 lb. to the cwt.)

Coals, 2 ¾ *d.* per ton, and 6 *d.* per ton extra if carried less than 12 miles.
Granite for roads, 1 *d.* per ton per mile.
— for building or paving, 2 *d.* per ton per mile.
Drawn or propelled and carried by the Company.

From March 1833 to May 1834:

Coal, 2 ½ *d.* per ton per mile.
Lime, 2 *d.* per ton per mile.
Granite (as above).
Drawn or propelled and carried by the Company.

From May 1834 to March 1835:

Coal, 1 ¾ *d.* per ton per mile.
Lime, 2 *d.* per ton per mile.
Granite for roads, 1 ¾ *d.* per ton per mile.
— for building or paving, 2 ½ *d.* per ton per mile.
Drawn or propelled (only) by the Company.

Since March 1835 (allowing only 112 lb. to the cwt.):

Coal, lime, sand, 2 *d.* per ton per mile.
Granite for roads, 1 ¾ *d.* per ton per mile.
— for building and paving, 2 ½ *d.* per ton per mile.
Drawn or propelled (only) by the Company.

5.—A RETURN showing the MAXIMUM RATES leviable by the Company, as Carriers, for the Carriage of Goods, Horses, or Live Stock along the said Railway.

For carriage and conveyance of all coal, lime, stone, slate, goods, wares, merchandize, articles, cattle, or things (exclusive of the several rates authorized to be received for tonnage), such reasonable sums of money as the Company shall require, and the persons sending or delivering such goods or matters shall consent to pay.

6.—A RETURN showing the RATES which have been from time to time charged by the said Company, as Carriers, for the Conveyance of Goods by the said Company.

No private carriages, horses, or live stock have ever been carred on this Railway.

The charges for small parcels have been and are as follows:

	s.	*d.*
Under 56 lb.	–	6
56 lbs. to 112 lbs.	–	9
1 cwt. to 1½ cwt.	1	–
1½ cwt. to 2 cwt.	1	3
2 cwt. to 3 cwt.	1	6
3 cwt. to 4 cwt.	2	–
4 cwt. to 5 cwt.	2	6

All wares and merchandize 4*d.* per ton per mile, with an additional 6*d.* per ton if carried less than 12 miles.

7.—A RETURN showing the GROSS AMOUNT received for each of the Years 1837, 1838, and 1839.

	Gross Amount.			Proportion for Conveyance of Passengers.			Proportion for Conveyance of Goods.		
	£.	*s.*	*d.*	£.	*s.*	*d.*	£.	*s.*	*d.*
1837	18,790	–	4	1,175	14	3	17,614	6	1
1838	20,261	1	–	1,040	16	3	19,220	4	9
1839	20,722	12	3	994	10	–	19,728	2	3

8.—A RETURN showing the POWERS which the Company have of charging Locomotive Power, and in what manner they have charged the same.

The Company have power of charging for locomotive power.

For manure and road materials, ¼*d.* per ton per mile.
For all other articles, ½*d.* per ton per mile.

Locomotive power has never been charged separately, but included in the charge for tonnage.

9.—A RETURN of all RULES made to regulate the Conveyance of Goods, whether the same relate to Goods carried by the Company, or by Private Carriers.

The quantity of goods carried on this Railway, exclusive of coal and lime, is so very limited, that it has not been found necessary to make any particular regulations, and no private carriers have carried goods on the Railway.

Appendix, No. 1.

Leicester and Swannington Railway.

10.—A RETURN showing the OUTGOINGS of the Leicester and Swannington Railway, distinguishing those incurred by such Railway, as Owners thereof, and distinguishing those Outgoings which they have incurred as the Carriers of Passengers from those which they have incurred as the Carriers of Goods, and setting forth the several Branches of each of the aforesaid Sources of Expenditure.

	1837.			1838.			1839.		
1. As Owners:	£.	s.	d.	£.	s.	d.	£.	s.	d.
For Maintenance of way	2,067	2	10	2,402	3	4	1,829	13	4
Gate establishment	73	17	5	70	3	6	140	18	6
Blocks and sleepers	777	2	2	971	13	9	805	15	11
Buildings and repairs	144	9	7	184	—	6	183	17	7
Locomotive power, and repairs of engines	2,528	17	7	3,234	9	6	2,824	7	—
Wharfs	153	11	10	163	18	4	15	12	5
Stationery and printing	86	11	8	90	2	2	93	4	—
Rates and taxes	64	16	4	242	1	10	284	11	7
Police	-	-	-	69	2	11	100	4	1
Compensations for injuries	330	6	8	287	—	2	106	3	2
Sundry petty disbursements	196	10	4	98	15	4	109	2	7
Interest of debts on mortgage and bond	1,646	1	4	1,467	15	9	1,027	6	1
Law clerk and solicitor	197	10	2	165	2	—	119	9	—
Drawbacks allowed on tonnages for coals, sent southward by Grand Union Canal	47	10	7	581	1	2	1,122	13	7
Allowance of tonnages pursuant to a pledge given to Sir George Beaumont, on obtaining the Company's Act, for reimbursing expense of Act for the Coleorton Railway	280	11	—	390	12	3	457	6	6
Losses by bad debts	2	3	2	2	17	8	—		
2. As Carriers of Passengers:									
For Coaching disbursements (including duty on passengers), and share of working inclined planes, oil, tallow, &c.	321	18	3	455	1	7	515	4	7
3. As Carriers of Goods:									
For Carrying disbursements, repairs of waggons, and share of working the line	1,210	17	11	1,353	5	5	1,744	9	—
£.	10,129	18	10	12,229	7	2	11,479	18	11

11.—A RETURN showing the GROSS and NET PROFITS of the Company, for the Years 1837, 1838, and 1839.

		£.	s.	d.
1837	Gross profit or income	19,275	18	4
—	Net ditto	8,616	15	7
1838	Gross ditto	21,030	3	1
—	Net ditto	8,801	3	9
1839	Gross ditto	21,368	18	8
—	Net ditto	8,944	6	2

N. B.—The capital of the Company amounts to 140,000 *l.*, divided into 2,800 shares of 50 *l.*, the whole of which has been paid up, except 30 per cent. on 800 shares, created pursuant to an Act of 7 Will. 4, 1 Victoria, by which the calls on such shares were directed to be called for by instalments at certain periods, three of which are not yet arrived.

The eleven foregoing Returns have been made out in compliance with the Order of The Honourable House of Commons, of 11th February 1840.

Isaac Hodgson,
Deputy Chairman of the Directors of the Leicester and Swannington Railway Company.

(21.)—LIVERPOOL AND MANCHESTER RAILWAY.

A RETURN showing the Number of Passengers carried; of the Miles travelled; of the Money received; of the Average Receipt per Mile from each Passenger, for each Month, from April 1839 to the end of January 1840.

DATE.	Number of Miles opened to the Public.	Fare per Mile.			Number of Passengers.				Number of Miles Travelled.		
		Mail.	1st Class.	2d Class.	Mail.	1st Class.	2d Class.	Total.	Mail.	1st Class.	2d Class.
1839:											
7 May to 3 June -	–	–	–	–	908	25,632	30,044	56,584	27,496½	571,163½	626,453
4 June to 1 July -	–	–	–	–	1,054	32,222	33,690	66,966	31,827	677,897	679,317
2 July to 5 August -	–	–	–	–	1,598	42,865	48,112	92,575	48,494	992,431½	1045744½
6 August to 2 Sept. -	–	–	–	–	1,269	36,813	43,498	81,580	38,568	854,995	948,020
3 Sept. to 7 Oct. -	–	–	–	–	1,451	38,532	39,541	79,524	43,935	882,114½	814,523
8 Oct. to 4 Nov. -	30½	2 55/100	2 36/100	1 77/100	1,035	25,992	25,820	52,847	31,354	588,109	510,043
5 Nov. to 2 Dec. -	–	–	–	–	1,022	22,188	20,817	44,027	31,063½	497,418	400,221½
3 Dec. to 6 Jan. -	–	–	–	–	1,301	27,783	26,327	55,411	39,389	608,274	507,716
1840:											
7 Jan. to 3 Feb. -	–	–	–	–	1,113	23,813	18,480	43,406	33,765	514,028½	355,092

DATE.	Amount of Gross Receipts for Passengers.									Average Receipt for each Passenger.			Average Fare per Mile received for each Passenger.		
	Mail.			1st Class.			2d Class.			Mail.	1st Class.	2d Class.	Mail.	1st Class.	2d Class.
1839:	£.	s.	d.	£.	s.	d.	£.	s.	d.	s. d.	s. d.	s. d.	d.	d.	d.
7 May to 3 June -	293	3	–	6,672	9	6	3,506	18	4						
4 June to 1 July -	339	8	–	6,853	10	6	4,040	17	11						
2 July to 5 August -	516	19	–	9,705	2	3	6,963	–	1						
6 August to 2 Sept. -	411	1	6	8,333	10	5	6,363	14	4						
3 Sept. to 7 Oct. -	468	8	6	8,633	14	4	5,573	12	6						
8 Oct. to 4 Nov. -	334	5	6	5,763	6	–	3,397	12	9	6 5 55/100	4 5 78/100	2 7 94/100	2 55/100	2 30/100	1 55/100
5 Nov. to 2 Dec. -	331	2	–	4,861	12	9	2,681	6	–						
3 Dec. to 6 Jan. -	419	19	6	5,958	17	7	3,225	19	9						
1840:															
7 Jan. to 3 Feb. -	359	18	6	5,029	–	6	2,358	3	–						

The Company have only one description of second-class carriages, which are partially open at the sides, but with close tops.

No. 1.—A RETURN showing the MAXIMUM FARES leviable on each Class of Passengers under the authority of any Act of Parliament empowering the Company to levy the same; stating whether such Fares include the use of the Company's Carriages and Locomotive Power.

By the 7th Geo. 4, c. 49, (May 1826,) it is enacted, that where the Company are the carriers or coach-masters, providing carriages, moving power, and all needful accommodations, they are authorized to charge, "For all persons, cattle, and other animals, such reasonable charge as shall from time to time be determined by the said Company." (Sec. 138.)

Mem.—For tolls leviable where the Company do not provide carriages, &c. &c. *see* Return No. 3.

Appendix, No. 1.

Liverpool and Manchester Railway.

No. 2.—A RETURN showing the FARES which have been from time to time levied on each Class of Passengers, and the Effect which any alteration thereon has had upon the Number of Passengers carried, or the Total Amount of Fares received; and also distinguishing the Charges made for Locomotive Power employed in conveying the same from the Tolls paid in respect thereof.

The coach fares charged on this Railway have been as follow:

	Mail.	1st Class.	2d Class.
	s. d.	*s. d.*	*s. d.*
From the opening of the Railway on 15th September 1830 to 10th January 1831 - - - - - -	none	7 –	3 6
From 10th January 1831 to 11th October 1832 -	6 –	5 –	3 6
From 11th October 1832 (when the passenger duty was imposed) till 25 November 1837 - - -	6 6	5 6	4 –
From 25 November 1837 to the present time - -	6 6	6 –	4 6

N. B.—This last advance in fares did not take place till after the Company had opened the new tunnel and passenger station in Lime-street, in the construction of which they incurred an outlay of 160,000 *l.*, besides being subject to an additional charge of 2,000 *l.* per annum for steam power, &c. connected with the tunnel.

The circumstances affecting the revenue of this Railway have been so various, arising from alternate commercial prosperity and commercial depression; also, from the opening of new lines communicating with the Liverpool and Manchester; from the difference of seasons, fatal epidemics, &c. &c., that the experience of this Railway does not warrant any return, professing to show "the effect which any alteration in the fares has had upon the numbers of passengers carried, or the total number of fares received."

The directors will give one illustration of this remark: In the quarter ending 30th September 1831, and the quarter ending 30th September 1832, the coach fares were precisely the same, but the receipts were 15,000 *l.* (or 40 per cent.) less in the latter period than in the former. This great falling off in the coaching department was owing principally to the cholera. The merchandize receipts had increased.

There is no separate charge made for locomotive power.

No. 3.—A RETURN showing the MAXIMUM RATE OF TOLLS leviable upon all Carriages used in conveying Private Carriages, Goods, Horses, or Live Stock along the said Railway.

By the 7th Geo. 4, c. 49, (May 1826,) it is enacted, that the following tolls be leviable:

For every person passing in or upon any carriage used upon the Railway, for any distance not exceeding 10 miles, the sum of 1*s.* 6*d.*; for any distance exceeding 10 miles and not exceeding 20 miles, the sum of 2*s.* 6*d.*; and for any distance exceeding 20 miles, the sum of 4*s.*

For every horse, mule, ass, or other beast of draught or burden, and for every ox, cow, bull, or neat cattle carried in or upon any such carriage, for any distance not exceeding 15 miles, the sum of 2*s.* 6*d.*; and for any distance exceeding 15 miles, the sum of 4*s.*

For every calf, sheep, lamb, or pig carried in or upon any such carriage, for any distance, the sum of 9*d.* (*See* sec. 136.)

For all limestone, any sum not exceeding 1*d.* per ton per mile.

For all coal and lime, all dung, compost, and all sorts of manure, and all materials for the repair of the public roads and highways, any sum not exceeding 1½ *d.* per ton per mile.

For all coke, culm, charcoal, cinders, stone, sand, clay, building, pitching, and paving stones, flags, bricks, tiles, and slates, any sum not exceeding 2*d.* per ton per mile.

For all sugar, corn, grain, flour, dye-woods, timber, staves, deals, lead, iron, and other metals, any sum not exceeding 2½ *d.* per ton per mile.

For all cotton and other wool, hides, drugs, and manufactured goods, and all other wares, merchandize, matters, or things, any sum not exceeding 3*d.* per ton per mile. (*See* sec. 134.)

No. 4.—A RETURN showing the RATE OF TOLLS which have been from time to time levied on any Carriage used in conveying Passengers, Private Carriages, Goods, Horses, or Live Stock along the said Railway, whether such Goods, Private Carriages, Horses, and Live Stock were conveyed on account of the Company, or on account of Private Carriers.

No passengers, private carriages, goods, horses, or live stock are carried on the Liverpool and Manchester line on toll. The Liverpool and Manchester Company are generally the carriers. Where other parties than the Company are carriers, it is done under mutual agreement, involving sundry conditions, and providing for various accommodations and services comprised in the terms of the contract.

For instance, the Grand Junction Company are large carriers on the Liverpool and Manchester Railway under a special contract; they find their own coaches and engines, and pay 1*s.* per passenger conveyed over the Liverpool and Manchester line, between the point of junction and Liverpool or Manchester, 15 miles; but this payment entitles them to the use of the passenger stations, to a booking-office, rent-free, both at Liverpool and Manchester, to engine power (by stationary engines) to draw their carriages up the Liverpool tunnel, &c. &c.

Also with goods the Grand Junction Company pay 2*s.* per ton for the same distance; but this payment entitles them to engine power up the goods tunnel, &c. &c., the whole being subject to sundry stipulations and conditions.

No. 5.—A RETURN showing the MAXIMUM RATES leviable by the Company as Carriers for the Carriage of Goods, Horses or Live Stock along the said Railway.

By the 7th Geo. 4, c. 49, the following Maximum Rates are authorized to be charged for the carriage of the under-mentioned articles for the whole distance (31 miles).

For all lime, limestone, and all sorts of dung, compost, and manure, and all materials for the repair of the public roads; and all stone, sand, clay, building, pitching, and paving stones, tiles, and slates; and also for all timber, staves, and deals, not exceeding 8*s.* per ton.

For all sugar, corn, grain, and flour, dye-woods, lead, iron, or other metals, not exceeding 9*s.* per ton.

For all cotton and other wool, hides, drugs, groceries, and manufactured goods, 11*s.* per ton.

For all wines, spirits, vitriol, glass, and other hazardous goods, not exceeding 14*s.* per ton.

And for any distance short of the whole length a rateable proportion of such several sums, according to distance.

And for all coke, coal, culm, charcoal, and cinders, not exceeding 2½*d.* per ton per mile.

And for all cattle and other animals such reasonable charge as shall from time to time be determined by the Company.

Provided always, that in all cases where any article shall be carried for so short a distance that the rate of carriage shall not amount to 2*s.* per ton, the Company shall be authorized to receive 2*s.* per ton. (*See* sec. 138 & 139.)

No. 6.—A RETURN showing the RATES which have been from time to time charged by the said Company as Carriers for the Conveyance of Private Carriages, Goods, Horses, or Live Stock by the Company.

For paving stones, 6*s.* 8*d.* per ton.
For stone, slates, timber, staves, and deals, 8*s.* per ton.
For sugar, corn, grain, and flour, 9*s.* per ton.
For dye-woods and lead, 8*s.* 4*d.* per ton.
For iron, 7*s.* 6*d.* per ton.
For cotton and manufactured goods, hides, drugs, and groceries, 10*s.* per ton.
Other wool, 10*s.* to 11*s.* per ton.
For wines and spirits, 10*s.* 10*d.* per ton.
For oil of vitriol, in glass carboys, 2*s.* 6*d.* to 3*s.* per can.
For glass and other hazardous goods, 14*s.* per ton.
For cattle and pigs, 25*s.* per waggon, weight about 50 cwt.
For sheep, 20*s.* per waggon.
For private carriages, four wheeled, 20*s.* each; two-wheeled, 15*s.* each.
Horses by the coach trains:

One horse, singly	14*s.*
Two horses, for	20*s.*
Three horses, for	24*s.*

N. B.—The above rates are for the whole distance of 31 miles, including porterage, and frequently warehouse accommodation and cartage.

Appendix, No. 1.

Liverpool and Manchester Railway.

No. 7.—A RETURN showing the GROSS AMOUNT received for each of the Years 1837, 1838, and 1839, under the several Heads—1st, Of Toll; 2d, For the Conveyance of Passengers; 3d, For the Conveyance of Goods.

	1837.	1838.	1839.
It was stated in Return, No. 4, that neither goods nor passengers were carried on this Railway strictly on toll. The following are the gross receipts from sundry parties (under special agreements), and which approximate to the nature of toll - -	£. 18,294	£. 31,906	£. 31,833
Gross receipts in the coaching department for the conveyance of passengers and parcels by the Company	126,287	124,193	138,098
Gross receipts in the merchandize department for the conveyance of goods by the Company - - -	81,419	104,204	99,631

No. 8.—A RETURN showing the POWERS which the Company have of Charging Locomotive Power, and in what manner they have charged the same.

The Company have no powers by Act of Parliament to charge locomotive power as a separate charge; but they are required to carry all goods, wares, and merchandize that may be offered for conveyance at certain rates, as stated in Return No. 5.

No. 9.—A RETURN of all RULES made to regulate the Conveyance of Goods, whether the same relate to Goods carried by the Company or by Private Carriers.

The directors beg to send, for the use of the Committee, the printed bye-laws of the Company, under the sanction of the magistrates. Also, book of printed rules and regulations for the instruction of enginemen, guards, policemen, &c. &c. employed on the Liverpool and Manchester Railway.

No. 10.—A RETURN showing the OUTGOINGS of each Railway, distinguishing the Outgoings incurred by such Railway, as Owners thereof, and distinguishing those Outgoings which they have incurred as the Carriers of Passengers, from those which they have incurred as the Carriers of Goods, and setting forth the several Branches of each of the aforesaid Sources of Expenditure.

The following are the particulars of the disbursements on the Liverpool and Manchester Railway for the year 1839. This Company, being incorporated as Owners and Carriers conjointly, no distinction is made between their outgoings in the one capacity and their outgoings in the other capacity; nor between their disbursements as carriers of passengers, and their disbursements as carriers of goods, further than is shown below; but the outgoings peculiar to each department (whether passengers or goods) are separately stated.

Current Disbursements for the Year 1839.

	£.	s.	d.
Bad debts - - - - - - - - - - - - -	933	17	9
Coach disbursements, including passenger duty - - - -	21,505	6	8
Carrying - ditto - (goods department) - - - - -	25,167	19	5
Coal - - ditto - - - - - - - - -	1,110	3	7
Cartage, Liverpool (goods department) - - - - - -	368	5	11
Cartage, Manchester - ditto - - - - - - -	7,729	2	8
Charge for direction - - - - - - - - -	812	14	–
Compensation (coaching) - - - - - - - - -	727	17	8
Compensation (carrying), goods department - - - - -	642	15	1
Coach-office establishment - - - - - - - -	1,637	9	–
Engineering department - - - - - - - - -	400	–	–
Interest and chief rent - - - - - - - - -	9,815	13	–

	£.	s.	d.
Locomotive power	51,580	10	5
Law disbursements	350	–	–
Maintenance of way	9,878	13	3
North tunnel disbursements (coaching department)	1,786	17	6
Office establishment	2,383	1	9
Police ditto	2,188	3	–
Petty disbursements	100	10	6
Repairs to walls and fences	2,706	1	11
Stationary engine disbursements (goods department)	1,595	14	10
Tunnel disbursements ditto	835	10	–
Taxes and rates	6,365	15	7
Waggon disbursement (goods department)	7,709	18	7
£.	158,382	2	1

No. 11.—A RETURN showing the Gross and Net Profits of the Company for the said Years 1837, 1838, 1839.

	1837.	1838.	1839.
	£.	£.	£.
Current disbursements	126,946	145,489	148,567
Interest and chief rent	16,144	12,544	9,815
Net profit	82,910	102,270	111,180
Gross Receipts £.	226,000	260,303	269,562

Liverpool, 10 April 1840.

W. E. Booth, Treasurer.

RETURN showing the Number of Passengers carried; Miles travelled; Money received; Average Receipt per Mile from each Passenger, for each Month, from commencement of June 1839 to end of January 1840.

DATE.	Number of Miles opened to the Public.	Fare per Mile.				Number of Passengers.					Number of Miles Travelled.				
		Mail.	1st Class.	2d Class, open by Day.	2d Class, enclosed by Night.	Mail.	1st Class.	2d Class, by Day.	2d Class, by Night.	Total.	Mail.	1st Class.	2d Class, by Day.	2d Class, by Night.	Total.
		32s. 6d.	30s.	20s.	25s.										
1839:		d.	d.	d.	d.										
June	112	3·482	3·214	2·143	2·679	6,371½	19,820½	30,175	2,721	59,088	653,144	1,444,811	1,523,088	190,576	3,811,619
July	—	—	—	—	—	5,800	20,152	35,966½	1,395½	63,314	626,754	1,452,118	1,921,762	132,477	4,133,111
August	—	—	—	—	—	5,896	21,481	38,419	1,339	67,135	640,764	1,587,310	2,048,754	127,582	4,404,410
September	—	—	—	—	—	4,717	18,848	32,641	1,168	57,374	516,094	1,382,742	1,760,943	110,194	3,769,973
October	—	—	—	—	—	5,190	20,935	33,033½	1,276	60,434½	559,903	1,488,345	1,712,561	117,663	3,878,475
November	—	—	—	—	—	3,881	14,477½	20,518½	1,130½	40,007½	421,095	961,143	1,066,576	110,235	2,559,049
December	—	—	—	—	—	4,065½	16,373	20,143½	1,051½	41,633½	435,212	1,098,980	984,249	98,991	2,617,432
1840:															
January	—	—	—	—	—	4,985	18,930	23,049½	1,208½	48,173	532,742	1,283,534	1,161,419	114,811	3,092,506
						40,906	151,017	233,946½	11,290	437,159½	4,385,708	10,698,983	12,179,355	1,002,529	28,266,575

DATE.	Gross Amount of Receipt for Passengers.					Average Receipt for each Passenger.					Average Fare per Mile received for each Passenger (computed for 112 Miles).				
	Mail.	1st Class.	2d Class, by Day.	2d Class, by Night.	Total.	Mail.	1st Class.	2d Class, by Day.	2d Class, by Night.	Average of the whole.	Mail.	1st Class.	2d Class, by Day.	2d Class, by Night.	Average of the whole.
1839:	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	s. d.	s. d.	£. s. d.	s. d.	d.	d.	d.	d.	d.
June	9,476 – 9	19,350 3 –	13,599 – –	2,126 19 6	44,552 3 3	1 9 9	19 6	9 –	– 15 8	15 1	3·188	2·089	0·964	1·679	1·616
July	9,093 3 3	19,448 – 3	17,158 11 9	1,478 10 10	47,178 6 1	1 10 11	19 4	9 7	1 1 2	14 11	3·312	2·071	1·027	2·268	1·598
August	9,296 8 6	21,258 12 3	18,292 9 1	1,423 18 –	50,271 7 10	1 11 6	19 10	9 6	1 1 3	15 –	3·375	2·125	1·018	2·277	1·607
September	7,487 13 3	18,518 17 6	15,722 14 2	1,229 16 9	42,959 1 8	1 11 9	19 7	9 8	1 1 1	15 –	3·402	2·098	1·036	2·259	1·607
October	8,123 5 3	19,933 3 9	15,290 15 1	1,313 4 –	44,660 8 1	1 11 4	19 –	9 3	1 – 7	14 9	3·357	2·036	0·991	2·205	1·580
November	6,109 7 9	12,872 9 –	9,522 19 11	1,230 6 –	29,735 2 8	1 11 6	17 9	9 3	1 1 9	14 10	3·375	1·902	0·991	2·330	1·589
December	6,314 4 –	14,718 9 9	8,787 18 5	1,104 16 3	30,925 8 5	1 11 1	18 –	8 8	1 1 –	14 10	3·330	1·928	0·929	2·250	1·589
1840:															
January	7,729 4 –	17,190 3 9	10,369 16 4	1,281 7 6	36,570 11 7	1 11 –	18 2	9 –	1 1 2	15 2	3·321	1·946	0·964	2·268	1·625
£.	63,629 6 9	143,289 19 3	108,744 4 9	11,188 18 10	326,852 9 7	1 11 1	19 –	9 3	– 19 10	15 –	3·330	2·036	0·991	2·125	1·607

The above Return does not comprise the number of miles travelled by soldiers by the Company's trains, nor by soldiers and policemen in special trains, nor passengers in the trains between Tring and Aylesbury; all of which are included in the Returns of mileage, for which duty is paid by the Company, amounting to 887,579 miles.

1 April 1840.

R. Creed, Secretary.

(23.)—LONDON AND CROYDON RAILWAY.

A RETURN showing the Number of Passengers carried; of the Miles travelled; of the Money received; of the Average Receipt per Mile from each Passenger, from June 1839 to the end of January 1840.

DATE.	—	Fare per Mile.		Number of Passengers.			Number of Miles Travelled.	
		1st Class.	2d Class.	1st Class.	2d Class.	Total.	1st Class.	2d Class.
1839:	Opened to the public the whole length, 10 ¼ miles.	*d.*	*d.*					
June - -		2	1½	8,856½	39,913	48,769½	78,038·525	326,988·849
July - -		–	–	9,258½	46,801½	56,060	79,001·828	373,511·969
August -		–	–	9,961	53,499½	63,460½	87,683·693	432,573·956
September -		–	–	7,415	37,694	45,109	63,909·591	293,185·036
October -		–	–	9,109½	55,888½	64,998	80,320·782	450,418·63
November -		–	–	6,182½	22,985	29,167½	54,273·84	176,637·309
December -		–	–	7,145	24,511½	31,656½	63,391·062	187,033·986
1840:								
January -		–	–	7,875	22,215	30,090	69,080·456	168,587·43

DATE.	Amount of Gross Receipts for Passengers.						Average Receipt from each Passenger.				Average Fare per Mile from each Passenger.	
	1st Class.			2d Class.			1st Class.		2d Class.		1st Class.	2d Class.
1839:	£.	*s.*	*d.*	£.	*s.*	*d.*	*s.*	*d.* dec. of 1 *d.*	*s.*	*d.* dec. of 1 *d.*	*d.* dec. of 1 *d.*	*d.* dec. of 1 *d.*
June - -	711	15	10½	2,132	9	–½	1	7 ·2887	1	– ·8226	2 ·189052	1 ·565155
July - -	748	3	1½	2,496	15	4	1	7 ·3947	1	– ·8035	2 ·272939	1 ·604294
August -	807	14	–½	2,837	19	8	1	7 ·4607	1	– ·7312	2 ·21076	1 ·57457
September -	586	10	3½	1,877	12	5½	1	6 ·9835	–	11 ·9549	2 ·20288	1 ·537012
October -	719	1	7½	2,800	15	9½	1	6 ·9642	1	– ·0262	2 ·150812	1 ·492238
November -	494	4	9½	1,119	6	4	1	7 ·0212	–	11 ·6874	2 ·185536	1 ·520832
December -	572	3	2	1,180	15	1½	1	7 ·2187	–	11 ·5611	2 ·166204	1 ·515133
1840:												
January -	627	14	8	1,070	2	8	1	6 ·8609	–	11 ·5611	2 ·180875	1 ·52343

R. G. Young, Secretary.

1.—A RETURN showing the MAXIMUM FARES leviable on each Class of Passengers, under the Authority of any Act of Parliament empowering the Company to levy the same; stating whether such Fares include the Use of the Company's Carriages and Locomotive Power.

The Acts of Parliament of the London and Croydon Railway limit the fares, which include the use of the Company's carriages and locomotive power, to 3½ *d.* per mile.

"That it shall not be lawful for the said Company, or for any person using the said Railway as carriers, to charge for the conveyance of any passenger upon the said Railway, any greater sum than the sum of 3½ *d.* per mile, including the toll or rate hereinbefore granted."

Appendix, No. 1.

London and Croydon Railway.

2.—A RETURN showing the FARES which have been from time to time levied on each Class of Passengers, and the Effect which any alteration thereon has had upon the Number of Passengers carried, or the Total Amount of Fares received; and also distinguishing the Charges made for Locomotive Power employed in conveying the same from the Tolls paid in respect thereof.

The fares levied are as follow; viz.:

London Bridge.*		New Cross.		Dartmouth Arms.		Sydenham.		Anerley.		Jolly Sailor.		
1st. Class.	2d. Class.	1st Class.	2d. Class.	1st. Class.	2d. Class.	1st. Class.	2d. Class.	1st. Class.	2d. Class.	1st. Class.	2d. Class.	Croydon.
1 *s.*	6 *d.*	1 *s.*	6 *d.*	9 *d.*	6 *d.*	9 *d.*	6 *d.*	9 *d.*	6 *d.*	9 *d.*	6 *d.*	
1 *s.* 6 *d.*	1 *s.*	1 *s.*	6 *d.*	9 *d.*	6 *d.*	9 *d.*	6 *d.*	9 *d.*	6 *d.*	9 *d.*	6 *d.*	
1 *s.* 6 *d.*	1 *s.*	1 *s.* 4 *d.*	8 *d.*	9 *d.*	6 *d.*	9 *d.*	6 *d.*	9 *d.*	6 *d.*	9 *d.*	6 *d.*	
1 *s.* 6 *d.*	1 *s.*	1 *s.* 4 *d.*	8 *d.*	9 *d.*	6 *d.*	9 *d.*	6 *d.*	9 *d.*	6 *d.*	9 *d.*	6 *d.*	
1 *s.* 9 *d.*	1 *s.* 3 *d.*	1 *s.* 4 *d.*	8 *d.*	9 *d.*	6 *d.*	9 *d.*	6 *d.*	9 *d.*	6 *d.*	9 *d.*	6 *d.*	

* These fares include 3 *d.* toll payable to the Greenwich Company.

3.—A RETURN showing the MAXIMUM RATE of Tolls leviable upon all Carriages used in conveying Private Carriages, Goods, Horses, or Live Stock along the said Railway.

"For every carriage of whatever description, not being a carriage adapted for travelling on a Railway, and not weighing more than one ton, carried or conveyed on a truck or platform, the sum of 6 *d.* per mile."

4.—A RETURN showing the RATE of TOLLS which have been from time to time levied on any Carriage used in conveying Passengers, Private Carriages, Goods, Horses, or Live Stock along the said Railway, whether such Goods, Private Carriages, Horses, and Live Stock were conveyed on account of the Company, or on account of Private Carriers.

No carriages except those belonging to the Company have been used in conveying passengers, private carriages, goods, horses, or live stock along this Railway.

5.—A RETURN showing the MAXIMUM RATES leviable by the Company as Carriers, for the Carriage of Goods, Horses, or Live Stock along the said Railway.

The Company are not limited, as carriers, in their charges for the carriage of goods, horses, and live stock along this Railway.

6.—A RETURN showing the RATES which have been charged from time to time by the said Company, as Carriers, for the Conveyance of Private Carriages, Goods, Horses, or of Live Stock by the said Railway.

To and from Croydon and the Company's wharf at the Surrey Canal, at the following prices; viz.:

Coal, iron, metals of all kinds, marble, and all other heavy materials, at 4 *s.* 6 *d.* per ton.
Fullers'-earth and fire-stone, at 3 *s.* per ton.

To and from London and Croydon, at the following prices; viz.:

Furniture, bale goods, china, glass ware, groceries, drugs, &c., at 10 *d.* per cwt.
Wheat, peas, beans, tares, rye, linseed, turnip-seed, &c., at 10 *d.* per quarter.
Barley, malt, oats, and light grain, at 8 *d.* per quarter.

7.—A RETURN showing the GROSS AMOUNT received for each of the years 1837, 1838, and 1839, under the several heads; 1st, Of Tolls; 2d, For the Conveyance of Passengers; 3d, For the Conveyance of Goods.

The Croydon Railway has not been opened one year.

8.—A RETURN showing the POWERS which the Company have of charging Locomotive Power, and in what manner they have charged the same.

"And be it further enacted, that it shall be lawful for the said Company, and they are hereby empowered to provide locomotive or fixed engines or other power for the drawing or propelling of any articles, matters, or things, persons, cattle, or animals, upon the said Railway, and also upon or along any other Railway communicating therewith, and to receive, demand, and recover such sums of money for the use of such engines or other power as the said Company shall think proper, in addition to the several other rates, tolls, or sums by this Act authorized to be taken."

The Company have not provided locomotive power except for their own use.

9.—A RETURN of all RULES made to regulate the Conveyance of Goods, whether the same relate to Goods carried by the Company or by Private Carriers.

In pursuance of an Act intituled, "An Act for the more effectual protection of Mail-contractors, Stage-coach proprietors, and other common carriers for hire, against the loss of, or injury to parcels or packages delivered to them for conveyance or custody, the value or contents of which shall not be declared to them by the owners thereof;" the Croydon Railway Company give notice, "That for any package or passenger's luggage containing gold or silver coin of this realm, or of any foreign state, or any gold or silver in a manufactured or unmanufactured state, or any precious stones, jewellery, or watches, clocks, or time-pieces of any description, trinkets, bills, notes of the Governor and Company of the Banks of England, Scotland, and Ireland respectively, or of any other bank in Great Britain or Ireland; orders, notes or securities for the payment of money, English or foreign stamps, maps, writings, title-deeds, paintings, engravings, pictures, gold or siver plate or plated articles, glass, china, silks, in a manufactured or unmanufactured state, and whether wrought up or not wrought up with other materials, furs or lace, or any of them, to a greater amount in value than 10 *l.*, the increased rate of charge over and above the common and ordinary rate of charge is as follows:

"For each pound sterling the sum of one halfpenny.

"When the value of the property to be insured shall exceed 250 *l.*, a reduction of the above specified rate may be made by special contract."

10.—A RETURN showing the OUTGOINGS of each Railway, distinguishing the Outgoings incurred by such Railway as Owners thereof, and distinguishing those Outgoings which they have incurred as the Carriers of Passengers from those which they have incurred as the Carriers of Goods, and setting forth the several Branches of each of the aforesaid Sources of Expenditure.

The information sought is not clearly ascertainable in reference to the Croydon Railway, it having been opened so short a time as to afford no available data.

11.—A RETURN showing the GROSS and NET PROFITS of the Company, for the said Years 1837, 1838, and 1839.

The Railway has not been opened one year.

R. G. Young, Secretary.

(24.)—LONDON AND GREENWICH RAILWAY.

A RETURN showing the Number of Passengers carried; of the Miles travelled; of the Money received; of the Average Receipt per Mile from each Passenger, for each Month, from April 1839 to the end of January 1840.

DATE.	Number of Miles opened to the Public.	Fare per Mile.				Number of Passengers.					Number of Miles Travelled.			
		Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.	Total.	Mail.	1st Class.	2d Class.	3d Class.
1839:			*d.*	*d.*	*d.*									
May	3¾	–	3⅕	2 2/15	–	–	10,410	192,460	–	202,870	–	39,037	721,725	–
June	–	–	–	–	–	–	9,616	121,208	–	130,824	–	36,060	454,530	–
July	–	–	–	–	–	–	9,506	122,769	–	132,275	–	35,647	460,383	–
August	–	–	–	–	–	–	8,229	124,723	–	132,952	–	30,858	467,710	–
September	–	–	–	–	–	–	5,819	107,536	–	113,355	–	21,820	403,260	–
October	–	–	–	–	–	–	5,759	113,658	–	119,417	–	21,600	426,213	–
November	–	–	–	–	–	–	3,905	91,077	–	94,982	–	14,643	341,538	–
December	–	–	–	–	–	–	4,791	101,681	–	106,472	–	17,965	381,303	–
1840:														
January	–	–	–	–	–	–	4,926	97,502	–	102,428	–	18,472	365,632	–

DATE.	Amount of Gross Receipts for Passengers.				Average Receipt for each Passenger.				Average Fare per Mile received for each Passenger.			
	Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.
1839:		£. s. d.	£. s. d.			*s.* *d.*	*d.*			*d.*	*d.*	
May	–	520 10 –	6,397 5 –	–	–	1 –	8	–	–	3⅕	2 2/15	–
June	–	480 16 –	4,040 – –	–	–	–	–	–	–	–	–	–
July	–	475 6 –	4,092 14 8	–	–	–	–	–	–	–	–	–
August	–	411 9 –	4,157 8 7	–	–	–	–	–	–	–	–	–
September	–	290 19 –	3,584 11 4	–	–	–	–	–	–	–	–	–
October	–	288 – –	3,788 11 –	–	–	–	–	–	–	–	–	–
November	–	195 – –	3,426 3 6	–	–	–	–	–	–	–	–	–
December	–	239 11 –	3,389 7 4	–	–	–	–	–	–	–	–	–
1840:												
January	–	246 6 –	3,250 1 8	–	–	–	–	–	–	–	–	–

Some of the passengers only go to Deptford, a distance of a little more than three miles, but the fare being the same as to Greenwich (and there being no separate tickets given), the Return is made for the whole distance.

28 April 1840.

J. Y. Akerman,
Clerk to the London and Greenwich Railway Company.

1.—The MAXIMUM FARES leviable under the authority of any Act of Parliament empowering the Company to levy the same.

For all classes of passengers conveyed along the whole of the railway, or any part thereof, 1*s.* 6*d.* each, including the use of the Company's carriages and locomotive power, or 9*d.* each, not including the use of the Company's carriages and locomotive power.

2.—Since

2.—Since the Greenwich Railway has been opened the whole distance to Greenwich, which took place in December 1838, the FARES have been without alteration; 1 *s.* for the first class passengers, and 8 *d.* for second class passengers.

The charge for locomotive power and carriages is 9 *d.* for the first class, and 5 *d.* for second class, and the toll 3 *d.* for each passenger.

3.—The MAXIMUM RATE of Tolls leviable upon all carriages used in conveying private carriages, goods, horses, or live stock along the said railway are as follows:

	s.	*d.*
For every carriage not exceeding 1 ton in weight	2	–
For every horse, mule, ass, or other beast of draught or burden, and for every ox, cow, bull, or neat cattle	1	–
For every calf, sheep, lamb, or pig	–	4
For every other animal, or live stock of any description	–	2
For every article, matter, or thing carried upon any such carriage, per cwt. And in proportion for any fractional part thereof.	–	6

4.—The RATE of TOLLS which have been levied on any carriage for conveying passengers is 3 *d.* a passenger, but no private carriages, goods, horses, or live stock have been as yet conveyed along the railway, either on account of the Company, or on account of private carriers.

5.—The MAXIMUM RATES leviable by the Company, as carriers, for the carriage of goods, horses, or live stock along the railway, in addition to the several rates or tolls authorized to be charged and received as and for tonnage and tolls, are as follows:

	s.	*d.*
For every article, matter, or thing, per cwt. If of less than 100 lbs. in weight, any sum the Company may think proper.	–	6
For every horse, mule, ass, or other beast of draught or burden, and for every ox, cow, bull, or neat cattle	1	–
For every calf, sheep, lamb, or pig	–	4
For every other animal or live stock	–	2

6.—The Company have not conveyed, as carriers, any private carriages, goods, or live stock, except the Post-office bags, for which they receive 20 *l.* a year.

7.—The GROSS AMOUNTS received for each of the years 1837, 1838, and 1839 were as follows:

	£.	*s.*	*d.*
Tolls in 1837	none.		
— 1838	none.		
— 1839	3,522	13	9

	£.	*s.*	*d.*
Conveyance of passengers in 1837	38,550	16	–
— 1838	39,180	4	11
— 1839	51,819	3	7

	£.	*s.*	*d.*
Conveyance of goods (say Post-office bags) in 1837	20	–	–
— 1838	20	–	–
— 1839	20	–	–

8.—The POWERS which the Company have of charging for locomotive power are stated in the Return to the Fifth Question. They have not supplied locomotive power to any party.

9.—There have been no Rules made to regulate the conveyance of goods on the Railway, and none have been carried.

10.—The OUTGOINGS in 1839 were as follows:

	£.	*s.*	*d.*
Locomotive power account	10,546	15	2
Coaching account	2,828	7	1
Maintenance of way	4,085	3	4
Police account	4,203	5	5
Mileage duty	2,348	1	7
Rates and taxes	3,512	13	2
Clothing account	160	7	–
Incidental charges	1,124	9	4
Compensation to Creek Bridge Company	1,025	–	–
Printing and stationery	334	8	–
Salaries account	2,273	6	5
Law charges	261	9	10
Brokerage account	44	–	–
£.	32,747	6	4

Appendix, No. 1.

London and Greenwich Railway.

11.—The GROSS and NET PROFITS are as follows:

The gross amount of profits from the partial opening of the Railway in February 1836 till the end of 1838, when the Railway was opened throughout, was as follows:

	£.	s.	d.
Gross profit - - - - - - -	18,643	5	–
Net profit - - - - - - -	10,453	8	3

But no means exist of furnishing these particulars for the years separately.

	£.	s.	d.
In 1839 - - - - - - - -	23,888	2	6
— - - - - - - - -	13,284	13	3

28 April 1840. (signed) *J. Y. Akerman*, Clerk to the Company.

N. B. As there are no mileage rates or tolls in the Greenwich Railway Act, the above Returns are of the rates and tolls upon the whole line of the Greenwich Railway.

(25.)—LONDON AND SOUTH-WESTERN RAILWAY.

A RETURN showing the Number of Passengers carried; of the Miles travelled; of the Money received; of the Average Receipt per Mile from each Passenger for each Month, from April 1839 to the end of January 1840.

DATE.	Number of Miles opened to the Public.	Fare per Mile.				Number of Passengers.					Number of Miles Travelled.			
		Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.	Total.	Mail.	1st Class.	2d Class.	3d Class.
1839:														
May - -	36	The passengers by mail train are charged the 1st-class fare.	2 5/6	1 11/12	There are no 3d-class carriages on the South-Western Railway.	–	–	–	–	43,439½	–	Total. 786,906		–
June - -	58		2	1		–	–	–	–	55,783½	–	1,066,813		–
July - -	58		2	1		–	–	–	–	87,021	–	1,718,144		–
August - -	58		2	1		No separate account of the Classes kept during these months.				69,342	–	1,393,570 1/2		–
September -	58		2	1						72,013	–	1,460,700 1/2		–
October - -	58		2	1		–	–	–	–	48,389	–	993,560		–
November -	58		2	1		–	–	–	–	31,451	–	667,519		–
December -	58		2	1		–	–	–	–	40,331½	–	872,820 1/2		–
1840:														
January - -	58		2 5/6	1 11/12		–	11,958	21,748	–	33,706	–	290,311	446,406½	–

DATE.	Amount of Gross Receipts for Passengers.				Average Receipt for each Passenger.				Average Fare per Mile received for each Passenger.			
	Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.
1839:		Total.				Average 1st & 2d Classes.				Average 1st & 2d Classes.		
		£. s. d.				s. d.				d.		
May - -	–	6,869 18 5 1/2		–	–	3 1 1/2		–	–	2 9/100		–
June - -	–	9,198 13 5 3/4		–	–	3 3 1/2		–	–	2 6/100		–
July - -	–	14,778 12 1 1/4		–	–	3 4 1/2		–	–	2 6/100		–
August - -	–	12,013 8 6		–	–	3 5 1/2		–	–	2 7/100		–
September -	–	12,662 16 2 1/4		–	–	3 6 1/2		–	–	2 8/100		–
October - -	–	8,767 4 11 1/2		–	–	3 7 3/4		–	–	1 11/100		–
November -	–	5,989 7 7 3/4		–	–	3 9 1/2		–	–	2 15/100		–
December -	–	7,950 19 4 1/4		–	–	3 11 1/2		–	–	2 18/100		–
1840:		£. s. d.	£. s. d.			s. d.	s. d.			d.	d.	
January - -	–	3,381 12 6	3,392 6 9	–	–	5 7 3/4	3 1 1/2	–	–	2 79/100	1 82/100	–

A RETURN showing the MAXIMUM FARES leviable on each Class of Passengers, under the authority of any Act of Parliament empowering the Company to levy the same, stating whether such Fares include the use of the Company's Carriages and Locomotive Power.

The Company are not restricted as to fares, but are allowed to charge such sum for power, &c. "as the Directors may from time to time fix or require, in addition to the several other rates, tolls, or sums authorized" by their Act of Parliament to be taken. *See* Act 5 Will. 4.

A RETURN showing the GROSS and NET PROFITS of the Company for the Years 1838 and 1839.

21 May to 31 December	£.	s.	d.
1838 - - - - - - - -	14,092	13	1
1839 - - - - - - - -	39,666	4	7

A RETURN showing the OUTGOINGS of the above Railway, setting forth the several Sources of Expenditure.

From the opening of the Railway to the 31st December 1839.

	£.	s.	d.
For maintenance of way - - - - -	18,937	4	2
For locomotive power - - - - - -	35,911	1	3
For coaching department - - - - -	28,244	4	2
For police - - - - - - - - -	3,567	9	7
£.	86,659	19	2

A RETURN of all RULES made to regulate the Conveyance of Goods, whether the same relate to Goods carried by the Company or by Private Carriers.

The quantity of goods carried on this Railway has hitherto been small. The practice as regards price, both to the carriers and the public, is set forth in the preceding returns, but there have been no specific rules laid down for the conducting of the business.

A RETURN showing the POWERS which the Company have of charging Locomotive Power, and in what manner they have Charged the same.

The Company, as has been before stated, have no limit as to the charge they may make for power, and as they have been the sole carriers on this Railway, no separate charge has been made for power.

A RETURN showing the GROSS AMOUNT received from the 21st May 1838 (the day on which the Railway was opened to the Public) to the 31st December following, and from the 1st January 1839 to the 31st December following, under the undermentioned Heads, viz.—

	1838.			1839.		
	£.	s.	d.	£.	s.	d.
Tolls - - - - - - - - - -	—			—		
Conveyance of passengers, &c. - - - -	31,926	8	4	112,346	-	10½
— goods, &c. - - - - -	533	11	6½	8,977	8	6
Total - - - - - £.	32,459	19	10½	121,323	9	4½

The Company are the sole carriers upon this Railway, and do not levy any tolls.

Appendix, No. 1.

London and South-Western Railway.

A RETURN showing the MAXIMUM RATES leviable by the Company, as Carriers, for the Carriage of Goods, Horses, or Live Stock along the said Railway.

The Company are not restricted as to the charge for conveying goods, persons, or things on this Railway.

A RETURN showing the RATE of TOLLS which have been from time to time levied on any Carriage used in conveying Passengers, Private Carriages, Goods, Horses, or Live Stock along the said Railway, whether such Goods, Private Carriages, Horses, and Live Stock were conveyed on account of the Company, or on account of Private Carriers.

The Company having been the sole carriers on this Railway, have not made a separate charge in respect of tolls.

A RETURN showing the MAXIMUM RATE of TOLLS leviable upon all Carriages used in conveying Private Carriages, Goods, Horses, or Live Stock along the said Railway.

" And be it further enacted, that it shall be lawful for the said Company to demand, receive, and recover, to and for the use and benefit of the said Company, for the tonnage of all articles, matters, or things which shall be conveyed upon or along the said Railway, any rates or tolls, not exceeding the following, (that is to say,)

" For all coals, coke, culm, charcoal, cinders, building, pitching and paving-stone, dressed bricks, tiles, slates, clay, sand, dung, compost, and all sorts of manure, lime, limestone, chalk, and all undressed materials for the repair of public roads or highways, any sum not exceeding 2 *d.* per ton per mile.

" For all cotton and other wools, hides, grain, corn, flour, dyewoods, timber, staves, deals, iron and all other metals (except specie and bullion, quicksilver and platina), manufactured goods, sugar, and all other wares, merchandise, articles, matters, or things (except as before or hereinafter mentioned), any sum not exceeding 3 *d.* per ton per mile.

" For all silk, indigo, cinnamon and other spices, oranges, lemons and other fruit not dried, eggs, fish, poultry, meat, and all other articles of a perishable or consumable nature, any sum not exceeding 6 *d.* per ton per mile.

" And be it further enacted, that it shall be lawful for the said Company to demand, receive, and recover, to and for the use and benefit of the said Company, for and in respect of passengers, beasts, cattle, and animals conveyed in carriages upon the said Railway, any tolls not exceeding the following, (that is to say,)

" For every person conveyed in or upon such carriage the sum of 2 *d.* per mile.

" For every horse, mule, ass, or other beast of draught or burthen, and for every ox, bull, cow, or neat cattle conveyed in or upon any such carriage, the sum of 1½ *d.* per mile.

" For every calf or pig conveyed in or upon any such carriage, the sum of one halfpenny per mile.

" For every sheep, lamb, or other small animal conveyed in or upon any such carriage, the sum of one farthing per mile.

" For every carriage of whatever description, not being a carriage adapted and used for travelling on a Railway, and not weighing more than one ton, carried or conveyed on a truck or platform, the sum of 4 *d.* per mile; and for every such carriage weighing more than one ton, the sum of 4 *d.* per ton per mile, and so in proportion for every fraction of a ton, such fraction to be computed in the manner hereinafter provided."

See Act 5 Will. 4, c. 88.

A RETURN showing the RATES which have been from time to time Charged for the Conveyance of Private Carriages, Horses, Goods and Live Stock.

CARRIAGES AND HORSES.

STATIONS.	Carriages.	1 Horse.	2 Horses.	3 Horses.
	s. *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*
London to and from Kingston - - - -	10 –	7 –	10 –	12 –
— Ditton Marsh - - -	10 –	7 –	10 –	12 –
— Weybridge - - -	10 –	7 –	10 –	12 –
— Woking Common - -	12 –	8 –	12 –	15 –
— Farnborough - - -	17 –	11 –	17 –	21 –
— Winchfield - - -	21 –	14 –	21 –	26 –
— Basingstoke - - -	26 –	18 –	25 –	30 –
Southampton to and from Winchester - -	10 –	7 –	10 –	12 –

LIVE STOCK.

STATIONS.	Sheep, or Lambs.	Pigs.	Calves.	Oxen, or Cows.	Cattle Waggon.	Sheep Waggon.
London to and from—	*d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	£. *s.* *d.*	£. *s.* *d.*
Basingstoke - -	11 ½	1 10	3 –	11 –	1 16 –	3 10 –
Winchfield - -	10	1 8	2 6	9 –	1 10 –	3 – –
Farnborough - -	9	1 6	2 –	7 6	1 5 –	2 12 6
Woking Common -	8	1 –	1 6	6 –	1 – –	2 8 –
Weybridge, and all other Stations nearer London -	6	1 –	1 3	5 –	– 15 –	1 16 –

GOODS.

3*d.* p' Ton p' Mile.	3½*d.* p' Ton p' Mile, subject to an Allowance of 7½ p' cent. to Carriers.	4*d.* p' Ton p' Mile, subject to an Allowance of 7½ p' cent. to Carriers.	6*d.* p' Ton p' Mile, subject to an Allowance of 1*d.* p' Ton p' Mile to Carriers.
Coals, timber, stones, bricks, light manure, slates, lime, &c. &c.	Grain, malt, flour, &c. &c.	Beer (in casks), bark (in bags), iron, &c., pottery, &c. &c.	Every other description of goods.

A RETURN showing the FARES which have been from time to time levied on each Class of Passengers, and the Effect which any Alteration thereon has had upon the Number of Passengers carried, or the Total Amount of Fares received.

The Fares now levied upon each Class of Passengers.

STATIONS:	1st Class.	2d Class.
	s. *d.*	*s.* *d.*
London to Wandsworth - - - - -	1 –	– 6
— Wimbledon - - - - - -	1 6	1 –
— Kingston - - - - - -	2 –	1 6
— Ditton Marsh - - - - -	2 6	1 6
— Walton - - - - - -	3 –	2 –
— Weybridge - - - - - -	3 6	2 –
— Woking Common - - - - -	5 –	3 6
— Farnborough - - - - -	7 6	5 –
— Winchfield - - - - - -	9 –	6 –
— Basingstoke - - - - -	11 –	7 –
Winchester to Twyford - - - - -	1 –	1 –
— Southampton - - - - -	2 –	1 6
Twyford to - ditto - - - - -	1 6	1 –
Basingstoke to Winchfield - - - -	2 –	1 6
— Farnborough - - - -	3 6	2 6
— Woking Common - - - -	6 –	4 –
— Weybridge - - - - -	7 6	5 –
— Walton - - - - -	8 –	5 –
— Ditton Marsh - - - -	8 6	5 6
— Kingston - - - - -	9 –	6 –
— Wimbledon - - - - -	10 –	6 6
— Wandsworth - - - - -	11 –	7 –
— London - - - - -	11 –	7 –

Appendix, No. 1.

London and South-Western Railway.

From the 21st May 1838 (the day on which the Railway was opened between London and Woking Common) to 7th January 1839, the Fares charged to passengers to and from London, from and to the following places, were as under; viz.

	1st Class.	2d Class.
	s. *d.*	*s.* *d.*
London to and from Wandsworth - - -	1 6	1 –
— Kingston - - -	2 6	1 6
— Ditton Marsh - -	3 –	2 –
— Walton - - - -	3 6	2 3
— Weybridge - - -	4 –	2 6

On the 7th January 1839 the Fares to these places were reduced to the sums specified in the first table, and the comparative numbers of passengers during the last six months of 1838, and the last six months of 1839, are as follow; viz.

	Passengers.	Amount.
1838:		£. *s.* *d.*
London to and from Wandsworth - - -	2,225 ½	120 19 3
— Kingston - - -	34,810 ½	2,739 1 9
— Ditton - - - -	18,588 ½	2,045 2 6
— Walton - - - -	8,290	1,030 15 –
— Weybridge - - -	15,077 ½	2,060 12 –
Total - - -	78,992	7,996 10 6
1839:		
London to and from Wandsworth - - -	9,940	269 9 –
— Kingston - - -	41,002	3,268 19 –
— Ditton - - - -	32,534	2,740 10 –
— Walton - - - -	11,393	1,295 9 –
— Weybridge - - -	21,698	2,406 1 9
Total - - -	116,567	9,980 8 9

(26.)—MANCHESTER AND BIRMINGHAM RAILWAY.

Manchester and Birmingham Railway.

Act 1 Victoria. Session 1837.

No. 1.—Fares not limited by Act.
Maximum tolls leviable, 2*d.* per passenger per mile.

No. 2.—Nil. Line not yet open.

No. 3.—The Maximum Tolls leviable by the Act are,

For all dung, compost, and all sorts of manure, lime and limestone, salt, stone, and for all undressed materials for the repair of public roads or highways, also all draining tiles used for agricultural purposes by landowners and occupiers on the line of the said railway, 1*d.* per ton per mile.

For all coals, coke, culm, charcoal, cinders, building, pitching and paving stones dressed, bricks, tiles, slates, clay, sand, ironstone, iron ore, pig, bar, rod, hoop, sheet, and all other descriptions of wrought iron, and castings, not manufactured into utensils, or other articles of merchandize, 1 ½*d.* per ton per mile.

For all sugar, grain, corn, flour, cheese, dyewoods, earthenware, timber, staves, and deals, metals (except iron), nails, anvils, vices, and chains, 2*d.* per ton per mile.

For all cotton and other wool, hides, drugs, manufactured goods, and all other wares, merchandize, articles, matters, or things, 3*d.* per ton per mile.

For every horse, mule, ass, or other beast of draught or burthen, and for every ox, cow, bull, or neat cattle, conveyed in or upon any such carriage, 1 ½*d.* per mile.

For every calf, sheep, lamb, or pig, conveyed in or upon any such carriage, one halfpenny per mile.

No. 4.—Nil. Line not yet open.
No. 5.—Rates not limited by Act.
No. 6.—Nil. Line not yet open.
No. 7.—Nil. Line not yet open.

No. 8.—EMPOWERED to provide or hire locomotive engines or other power for the drawing or propelling of any carriages, goods, articles, matters, or things, persons, cattle, or animals, upon or along the said railway, or any part thereof, and to demand, receive, and recover such sum and sums of money for the use thereof, as the said Company or the said Directors may from time to time fix or require, in addition to the other rates of tolls or sums herein authorized to be charged and received.

No. 9.—Nil. Line not yet open.
No. 10.—Nil. Line not yet open.
No. 11.—Nil. Line not yet open.

Manchester, 18 March 1840. (signed) *James Hilton*, Secretary.

(27.)—MANCHESTER, BOLTON, AND BURY RAILWAY.

A RETURN showing the Number of PASSENGERS carried; of the Miles travelled; of the Money received; of the Average Receipt per Mile from each Passenger, for each Month, from April 1839 to the end of January 1840.

DATE.	Number of Miles opened to the Public.	Fare per Mile.				Number of Passengers.					Number of Miles Travelled.			
		Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.	Total.	Mail.	1st Class.	2d Class.	3d Class.
1839:			*d.*	*d.*										
May -	10	–	3	1 8/10	–	–	4,377	30,491	–	34,868	–	36,694	228,936	–
June -	–	–	–	–	–	–	3,338	18,366	–	21,704	–	31,575	161,372	–
July -	–	–	–	–	–	–	3,547	21,316	–	24,863	–	33,648	188,270	–
August -	–	–	–	–	–	–	3,334	21,505	–	24,839	–	31,136	187,182	–
September	–	–	–	–	–	–	3,160	21,020	–	24,180	–	29,552	180,224	–
October -	–	–	–	–	–	–	3,861	21,105	–	24,966	–	36,122	182,427	–
November	–	–	–	–	–	–	3,725	17,270	–	20,995	–	34,953	147,473	–
December	–	–	–	–	–	–	3,833	16,221	–	20,054	–	35,783	139,827	–
1840:														
January -	–	–	–	–	–	–	4,259	18,583	–	22,842	–	39,328	158,631	–

DATE.	Amount of Gross Receipts for Passengers.				Average Receipt for each Passenger.				Average Fare per Mile received for each Passenger.			
	Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.
1839:		£.	£.			*s. d.*	*s. d.*			*d.*	*d.*	
May -	10	460	1,748 1/2	–	–	2 1·22	1 1·77	–	–	3·009	1·840	–
June -	–	400 1/2	1,225 1/4	–	–	2 4·80	1 4·01	–	–	3·044	1·820	–
July -	–	427 1/2	1,429 1/2	–	–	2 4·92	1 4·10	–	–	3·050	1·830	–
August -	–	397	1,415	–	–	2 4·58	1 3·79	–	–	3·060	1·820	–
September	–	375 1/2	1,368	–	–	2 4·52	1 3·62	–	–	3·050	1·820	–
October -	–	458 3/4	1,382 1/2	–	–	2 4·52	1 3·72	–	–	3·050	1·820	–
November	–	442	1,119 1/2	–	–	2 4·48	1 3·56	–	–	3·040	1·820	–
December	–	453 1/2	1,062 1/2	–	–	2 4·40	1 3·72	–	–	3·050	1·824	–
1840:												
January -	–	499 3/4	1,205 1/2	–	–	2 4·17	1 3·57	–	–	3·070	1·824	–

J. R.

Appendix, No. 1.

Manchester, Bolton, and Bury Canal Navigation and Railway.

Railway Office, New Bailey-street, Salford.

The Railway of this Company, extending from Manchester to Bolton, is only 10 miles in length.

RETURN showing the MAXIMUM RATE of FARES leviable on each Class of Passengers, including the Use of the Company's Carriages and Locomotive Power.

BY the 1 & 2 Will. 4, c. 60, s. 137 and 138, this Company are authorized to receive—

For every passenger in open waggons, per mile, 2 ½ *d.*
For every passenger in covered carriages, per mile, 2 ½ *d.*, and such reasonable sum as they may from time to time determine.

Fares charged from time to time:

From the day of opening, 29th May to 10th June 1838,—
First-class fares were 2 *s.* 6 *d.* for the whole distance.
Second-class ditto were 2 *s.* - - - ditto.

From the 11th June to 30th November 1838, inclusive,—
First-class fares were 2 *s.* for the whole distance.
Second-class ditto were 1 *s.* 6 *d.* - ditto.
Third-class - ditto were 1 *s.* - - ditto.

And from 1st December 1838 to the present time, say April 1840,—
First-class fares were 2 *s.* 6 *d.* for the whole distance.
Second-class ditto were 1 *s.* 6 *d.* - ditto.
No third class.

The result of the alteration of fares from 2 *s.* 1 *s.* 6 *d.* and 1 *s.*, to 2 *s.* 6 *d.* and 1 *s.* 6 *d.*, shows a diminution, on an average of 57 weeks, in the total amount of fares received, of about 10 per cent.; but whether this diminution was caused by such alteration, or the depressed state of trade, it is very difficult to determine; but such has been the effect arising from one or other of these causes.

That as this Company carry goods with their passenger-trains, the exact amount of charge for locomotive power, applicable to passengers, cannot be accurately stated; but two-fifths of a penny per mile for each passenger has been estimated as the cost.

The MAXIMUM RATE of TOLL, leviable for the use of the Company's waggons, is one halfpenny per ton per mile for goods; and for horses, cows, and other large cattle, per mile, one penny halfpenny; and for sheep and pigs, and other small cattle, three farthings per mile.

The Company are the only carriers on this line, although it is open to all. Their Maximum Rates for carriage of goods, including charge for power and waggon, porterage and sheets, is 4 $\frac{9}{10}$ *d.*, and their Minimum 3 *d.* per ton per mile.

The MAXIMUM RATES leviable by the Company, for toll for the Railway, is 3 *d.* per ton per mile, a halfpenny for power, and a halfpenny for waggon per ton per mile; together 4 *d.*

This Company have not carried either private carriages, horses, or live stock, since they opened the line.

The GROSS AMOUNT received for the conveyance of passengers, for

Seven months, 1838, was - - - - -	£. 13,722
Year - - 1839, was - - - - -	21,399

The GROSS AMOUNT received for the conveyance of goods,

Year - - 1839, was - - - - -	£. 3,547

By 1 & 2 Will. 4, c. 60, s. 136, the Company are authorized to charge for locomotive power, per mile, one halfpenny per ton.

The expenditure on the general works of this Company, for maintenance of the Canal and Railway, have been so blended, that the precise amount of profit, as being applicable to the Railway, cannot be accurately ascertained.

Appendix, No. 1.

Manchester and Leeds Railway.

(28.)—MANCHESTER AND LEEDS RAILWAY.

My Lord, Manchester, 25 February 1840.

I AM desired by the Board of Directors to transmit the returns required by the Committee of the House of Commons, of which your Lordship is Chairman.

It becomes my duty to state, for the information of the Committee, that the partial operations of this line prevents my giving such full and satisfactory answers as a more advanced state of the undertaking would enable me to do.

The traffic on this line has hitherto been confined to passengers and live stock, and the regulations of the fares, up to the present time, purely experimental; the effect of which is shown by the immense number of persons travelling in the third-class carriages; but it is a matter of regret to the Board of Directors to be compelled to state, that, unless a graduated scale, according to the amount of fare, or some other modification, be made to relieve the low fares from the high duty now levied, they will be under the necessity, on opening the whole line, of resorting to the practice of other railways; and the effect will be as seen in the evidence given last Session in the case of the Manchester, Bolton, and Bury, and the Leeds and Selby lines, which will greatly reduce the number of passengers, and consequently the amount of Government duty, without affecting the profits of the Company; and which will at the same time deprive the humbler classes of the advantages of using this mean of conveyance, by obliging them individually to contribute as largely to the Government revenue as the most wealthy, irrespective of their inferior class of conveyance.

To the Right Hon. Lord Seymour, M. P. (signed) *John Jellicorse*, Sec.

A RETURN showing the Number of PASSENGERS carried; of the Miles travelled; of the Money received; of the Average Receipt per Mile from each Passenger, for each Month, from April 1839 to the end of January 1840.

DATE.	Number of Miles opened to the Public.	Fare per Mile.				Number of Passengers.					Number of Miles travelled.			
		Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.	Total.	Mail.	1st Class.	2d Class.	3d Class.
1839:	*Miles.*		*d.*	*d.*	*d.*									
July -	Opened on the 4th July 1839.													
From July 4 to Aug. 5	13 ½	-	3	2	1	-	2,140	10,615	45,065	57,820	-	22,122 ⅓	93,016 ¾	343,192 ½
From Aug. 6 to Sept. 2	13 ½	-	3	2	1	-	1,977	9,439	46,632	58,048	-	19,326	75,097 ½	370,900
From Sept. 3 to Oct. 7	13 ½	-	3	2	1	-	2,285	11,839	59,635	73,759	-	25,880 ¾	104,359	459,225 ½
From Oct. 8 to Nov. 4	13 ½	No mail.	3	2	1	No mail.	1,947	9,126	47,025	58,098	No mail.	21,289 ¾	78,904 ¼	341,787 ½
From Nov. 5 to Dec. 2	13 ½		3	2	1		1,520	8,365	35,539	45,424		16,847 ¾	70,109 ¼	264,618 ½
From Dec. 3 to Jan. 6	13 ½	-	3	2	1	-	2,120	10,704	40,440	53,264	-	23,551 ¾	88,095 ½	305,303 ¾
1840:														
From Jan. 7 to Feb. 3	13 ½	-	3	2	1	-	1,757	9,574	30,920	42,214	-	19,213 ¾	81,028 ¾	234,544

(28.)—Manchester and Leeds Railway—*continued.*

DATE.	Amount of Gross Receipts for Passengers.				Average Receipt for each Passenger.				Average Fare per Mile received for each Passenger.			
	Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.
1839:		£. s. d.	£. s. d.	£. s. d.		s. d.	s. d.	d.		d.	d.	d.
July -	Opened on the 4th July 1839.											
From July 4 to Aug. 5	-	291 14 -	732 3 1	2,225 1 4	-	3 3 11/16	1 7 9/16	10 5/16	-	3 2/16	2 1/16	1 6/16
From 6 Aug. to Sept. 2		250 - -	628 - -	1,907 5 11	-	3 3 11/16	1 7 10/16	10 5/16	-	2 1/16	1 0/16	1 3/16
From Sept. 3 to Oct. 7	-	385 9 -	1,016 16 -	2,337 7 4	-	3 4 1/2	1 8 1/4	9 6/16	-	3 0/16	2 5/16	1 3/16
From Oct. 8 to Nov. 4	No mail.	315 2 6	747 3 -	1,831 12 -	No mail.	3 2 13/16	1 7 10/16	9 5/16	No mail.	3 8/16	2 4/16	1 4/16
From Nov. 5 to Dec. 2		250 - -	670 14 6	1,411 10 -		3 3 7/16	1 7 3/16	9 8/16		3 0/16	2 4/16	1 4/16
From Dec. 3 to Jan. 6	-	352 8 -	844 - 6	1,627 7 -	-	3 3 14/16	1 6 14/16	9 10/16	-	3 0/16	2 4/16	1 4/16
1840:												
From Jan. 7 to Feb. 3	-	282 14 6	774 18 6	1,245 9 6	-	3 2 9/16	1 7 6/16	9 10/16	-	3 8/16	2 4/16	1 4/16

On the above scale of 3 *d.* 2 *d.* and 1 *d.* per mile for first, second, and third class carriages respectively, the amount of fare is determined, except where the distance is less than 6 miles, 12 miles, &c. which would give copper, when 1 *s.* 6 *d.*, 1 *s.*, and 6 *d.* for first, second, and third class carriages are respectively charged to avoid the inconvenience of taking copper, and in accordance with a clause in our Act.

No. 1.—3½ *d.* per passenger per mile, which includes power and the use of the Company's carriages.

No. 2.—3 *d.*, 2 *d.*, and 1 *d.* per passenger per mile, for first, second, and third class carriage; any distance under six miles charged as such.

No alteration in the fares since the opening of the line.

Power and tolls have amounted to 1 9/16 *d.* per mile for each passenger only.

No. 3.—We here no distinct toll on carriages used for the conveyance of private carriages, goods, horses, and live stock.

No. 4.—Answered by the reply to No. 3.

No. 5.—Reasonable charges are our maximum rates.

No. 6.—Private carriages with two wheels, 6 *d.* per mile.

Private carriages with four wheels, 9 *d.* per mile.

We have not carried any goods.

Horses are charged 6 *d.* per mile.

Neat cattle are charged 2½ *d.* per mile.

Sheep and pigs are conveyed by the hire of a waggon, containing 380 cubic feet space, which is charged at 1 *s.* 6 *d.* per mile, and a man in charge of stock is allowed to go free. Half a waggon may be engaged.

No. 7.—Our line has been opened since the 4th July 1839; from which time up to and including 3 February 1840, the sum of 20,126 *l.* 16 *s.* 8 *d.* has been received.

No tolls received.

No goods conveyed.

No. 8.—1½ *d.* per each passenger per mile.

1½ *d.* per ton per mile for minerals.

General merchandize and live stock, what is reasonable.

We have not charged for mere power hitherto.

No. 9.

No. 9.—Carriers and other parties are to be charged for power and waggons, 4 *d.* per ton per mile, they undertaking to load, unload, find sheets and cords when necessary, and to be at all other risk in the conveyance; and if the goods are not removed after notice of their arrival has been served at the place of their address, they are to be sent by town porters, who will make their charge accordingly.

No. 10.—The limited portion of the line now open, and the shortness of the time it has been in operation, prevents our giving an answer to this question.

No. 11.—Same answer as that to No. 10.

(29.)—MIDLAND COUNTIES RAILWAY.

A RETURN showing the Number of Passengers carried, of the Miles travelled; of the Money received; of the Average Receipt per Mile from each Passenger, for each Month, from April 1839 to the end of January 1840.

DATE.	Number of Miles opened to the Public.	Fare per Mile.				Number of Passengers.					Number of Miles Travelled.			
		Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.	Total.	Mail.	1st Class.	2d Class.	3d Class.
1839:			*d.*	*d.*	*d.*									
May - -	—	—	—	—	—	—	—	—	—	—	—	—	—	—
June - -	15½	—	3	1⅞	—	—	1,239	16,765	- -	18,004	—	14,935	133,358	—
July - -	—	—	2½	1½	—	—	1,534½	28,759½	- -	30,294	—	19,436	238,309	—
August - -	—	—	2½	1½	—	—	1,032½	15,125½	- -	16,158	—	13,607½	141,401	—
September -	—	—	2½	1½	¾	—	1,447	18,663	2,646½	22,756½	—	20,614½	193,093½	41,020½
October - -	—	—	2½	1½	¾	—	1,461	9,710½	2,265½	13,437	—	19,181	108,616½	35,114½
November -	—	—	2½	1½	¾	—	1,395½	7,532	1,625½	10,553	—	21,810	72,877½	25,190
December -	—	—	2½	1½	¾	—	2,330	8,625½	2,167	13,122½	—	33,226½	82,491½	33,538½
1840:														
January - -	—	—	2½	1½	¾	—	1,692	6,478½	2,155½	10,326	—	22,242	64,431	33,415

DATE.	Amount of Gross Receipts for Passengers.				Average Receipt for each Passenger.				Average Fare per Mile received for each Passenger.			
	Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.
1839:		£. s. d.	£. s. d.	£. s. d.		s. d.	s. d.	s. d.		*d.*	*d.*	*d.*
May - -	—	—	—	—	—	—	—	—	—	—	—	—
June - -	—	183 14 3	1,052 4 11	- -	—	2 11½	1 7½	- -	—	2¾	1 15/16	—
July - -	—	215 9 9	1,646 19 5	- -	—	2 9 11/16	1 1⅝	- -	—	2⅝	1⅝	—
August - -	—	158 1 9	949 16 3	- -	—	3 -1/16	1 3	- -	—	2½	1 9/16	—
September -	—	233 16 —	1,286 9 2	132 6 6	—	3 2	1 4⅞	1 —	—	2 1/16	1 9/16	—
October - -	—	219 8 —	672 13 10	133 5 6	—	3 —	1 2	1 —	—	2 1/16	1 9/16	—
November -	—	222 7 6	490 18 —	81 5 6	—	3 2 1/16	1 3½	1 —	—	2⅞	1 9/16	—
December -	—	382 17 —	564 2 8	108 7 —	—	3 3 1/16	1 3 11/16	1 —	—	2¾	1⅝	—
1840:												
January - -	—	252 7 —	490 3 2	107 15 6	—	2 11¾	1 4 7/16	1 —	—	2 11/16	1 13/16	¾

Leicester, 6 April 1840. *J. F. Bell*, Secretary.

Midland Counties Railway.

(Incorporated by Act of Parliament, 6 William IV., c. 78.)

A RETURN showing the Maximum Fares leviable on each Class of Passengers, under the Authority of any Act of Parliament empowering the Company to levy the same; stating whether such Fares include the Use of the Company's Carriages and Locomotive Power.

By section 175 of the Act of Incorporation, the Company are empowered to levy a maximum toll of 2 *d.* per mile for every person conveyed in or upon any carriage travelling upon the said Railway, exclusive of locomotive power and the use of carriages.

Appendix, No. 1.

Midland Counties Railway.

A RETURN showing the FARES which have been from time to time levied on each Class of Passengers, and the effect which any alteration thereon has had upon the Number of Passengers carried, or the Total Amount of Fares received; and also distinguishing the Charges made for Locomotive Power employed in conveying the same from the Tolls paid in respect thereof.

ON the opening of the Railway from Nottingham to Derby, 4th June 1839, passengers in 1st class carriages were charged 4*s.* or a little more than 3*d.* per mile; and in the 2d class, 2*s.* 6*d.* or a little less than 2*d.* per mile. On the 24th of June the fares were reduced to 3*s.* 6*d.* or 2½*d.* per mile for passengers in the 1st class, and 2*s.* or 1½*d.* per mile for the 2d class.

The number of passengers carried from 4th June to 24th June 1839, being 20 days, was 12,496½; amount, 855*l.* 7*s.* 7½*d.*

The number of passengers carried from 24th June to 14th July, being 20 days, was 20,423; amount, 1,194*l.* 12*s.* 6*d.*

But no fair comparison of the effect of the alteration can be exhibited, as during the latter period the number of passengers was increased from local and temporary circumstances.

A RETURN showing the MAXIMUM RATE of TOLLS leviable upon all Carriages used in conveying Private Carriages, Goods, Horses, or Live Stock along the said Railway.

THERE is no maximum rate of tolls prescribed by the Act.

A RETURN showing the RATE of TOLLS which have been from time to time levied on any Carriage used in conveying Passengers, Private Carriages, Goods, Horses or Live Stock along the said Railway, whether such Goods, Private Carriages, Horses and Live Stock were conveyed on account of the Company, or on account of Private Carriers.

No tolls have been levied upon any carriage used in conveying passengers, private carriages, horses or live stock, but a charge of ¾*d.* per mile has been made to private carriers for the use of goods waggons.

A RETURN showing the MAXIMUM RATES leviable by the Company, as Carriers, for the Carriage of Goods, Horses, or Live Stock along the said Railway.

THE Act does not prescribe any maximum rates leviable by the Company, as carriers, for the carriage of goods, horses or live stock.

A RETURN showing the RATES which have been from time to time charged by the said Company as Carriers, for the Conveyance of Private Carriages, Goods, Horses, or of Live Stock by the said Company.

THE Company have charged as carriers from Nottingham to Derby, 10*s.* each for the conveyance of private carriages; 7*s.* for one horse; 12*s.* for two, and 15*s.* for three; 5*s.* for a cow, if taken in a waggon, but same price as a horse if a horse-box is required; 1*s.* 6*d.* for a calf, sheep, or pig; but if more than one, 1*s.* each, or if a drove, the owner is allowed to put as many as he pleases into a waggon on payment of 10*s.* The Company are only carriers for parcels and van goods. The following are the rates from Nottingham to Derby: Of and under 14 lbs., 6*d.*; above 14 lbs. and under 28 lbs., 9*d.*; above 28 lbs. and under 56 lbs., 1*s.*; above 56 lbs. and under 112 lbs., 1*s.* 6*d.*; above 112 lbs., 1*s.* 6*d.* per cwt. Fish in large quantities, 1*s.* per cwt.

A RETURN showing the GROSS AMOUNT received for each of the Years 1837, 1838, and 1839, under the several heads:

1st. Of Tolls.
2d. For the Conveyance of Passengers.
3d. For the Conveyance of Goods.

The Company received from the 4th June to the 31st December 1839,

	£.	s.	d.
For passengers - - - - - - -	8,569	13	8
For goods - - - - - - - -	707	4	11 ½
£.	9,276	18	7

A RETURN showing the POWERS which the Company have of charging Locomotive Power, and in what manner they have charged the same.

BY sections 176 and 178 the Company are authorized to provide and charge for locomotive power; but as yet no specific sum has been apportioned under this head.

A RETURN of all RULES made to regulate the Conveyance of Goods, whether the same relate to Goods carried by the Company or by Private Carriers.

ALL carriers are admitted upon the railway on paying the Company for power, use of rail and waggons; they are required to pay 3*d.* per ton per mile for power and rail, and three farthings per mile for use of waggons. If there be less than 50 cwt. in a waggon they are charged for 50 cwt., if there be more they pay the actual weight.

A RETURN showing the OUTGOINGS of each Railway, distinguishing the Outgoings incurred by such Railway as Owners thereof, and distinguishing those Outgoings which they have incurred as the Carriers of Passengers from those which they have incurred as the Carriers of Goods, and setting forth the several Branches of each of the aforesaid sources of Expenditure.

THE maintenance of way for one year being a part of the original contract, and in the hands of the contractors, the Company have not yet been at any expense as owners of the railway.

Their outgoings from the 4th of June to the 31st of December amounted to 6,622 *l.* 18 *s.* 1 *d.*; but they not having any separate luggage train, but the goods having all been conveyed in the same trains with passengers, they are unable to distinguish the expenditure.

A RETURN showing the GROSS and NET PROFITS of the Company for the said Years 1837, 1838, and 1839.

BY section 169 the Company are only required to make up their accounts annually. The railway having opened on the 4th of June last, no return of the gross and net profits has yet been made out.

J. F. Bell,
Secretary.

Leicester, 6 April 1840.

(30.)—MONKLAND AND KIRKINTILLOCH RAILWAY.

RETURN showing the Number of PASSENGERS carried; of the Miles travelled; of the Money received; of the Average Receipt per Mile from each Passenger, for each Month, from April 1839 to the end of January 1840.

DATE.	Number of Miles opened to the Public.	Fare per Mile.				Number of Passengers.					Number of Miles Travelled.			
		Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.	Total.	Mail.	1st Class.	2d Class.	3d Class.
1839:	*Miles.*	One class of carriages.				One class of carriages.								
May	12	–	–	About $\frac{3}{4}$ *d.*		–	–	–	–	275	–	–	–	1,926
June	–	–	–	–	ditto	–	–	–	–	284	–	–	–	2,112
July	–	–	–	–	ditto	–	–	–	–	337	–	–	–	2,435
August	–	–	–	–	ditto	–	–	–	–	294	–	–	–	2,127$\frac{1}{2}$
September	–	–	–	–	ditto	–	–	–	–	286	–	–	–	1,982$\frac{1}{2}$
October	–	–	–	–	ditto	–	–	–	–	312	–	–	–	2,247$\frac{1}{2}$
November	–	–	–	–	ditto	–	–	–	–	269	–	–	–	1,937
December	–	–	–	–	ditto	–	–	–	–	178	–	–	–	1,345$\frac{1}{4}$
1840:														
January	–	–	–	–	ditto	–	–	–	–	229	–	–	–	1,717$\frac{1}{4}$

DATE	Amount of Gross Receipts for Passengers.				Average Receipt for each Passenger.				Average Fare per Mile received for each Passenger.			
	Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.
1839:				£. s. d.				*d.*				
May	–	–	–	5 15 4	–	–	–	5	–	–		Under $\frac{3}{4}$ *d.*
June	–	–	–	6 7 10	–	–	–	5$\frac{2}{5}$	–	–	–	ditto.
July	–	–	–	7 5 11	–	–	–	5$\frac{1}{5}$	–	–	–	ditto.
August	–	–	–	6 6 8	–	–	–	5$\frac{1}{6}$	–	–	–	ditto.
September	–	–	–	5 19 4	–	–	–	5	–	–	–	ditto.
October	–	–	–	6 12 10	–	–	–	5$\frac{1}{9}$	–	–	–	ditto.
November	–	–	–	5 13 9	–	–	–	5$\frac{1}{13}$	–	–	–	ditto.
December	–	–	–	3 19 11	–	–	–	5$\frac{2}{5}$	–	–	–	ditto.
1840:												
January	–	–	–	5 2 5	–	–	–	5$\frac{2}{3}$	–	–	–	ditto.

1.—A RETURN showing the MAXIMUM FARES leviable on each Class of Passengers under the Authority of any Act of Parliament empowering the Company to levy the same, stating whether such Fares include the use of the Company's Carriages and Locomotive Power.

BY Act of Parliament, 5 Geo. 4, c. 49, the Company are empowered to provide and establish carriages for the carrying and accommodation of passengers, and to demand such rate for the carriage of passengers not exceeding 2*d.* per mile for each passenger carried in such carriage.

2.—A RETURN showing the FARES which have been from time to time levied on each Class of Passengers, and the Effect which any Alteration thereon has had upon the Number of Passengers carried, or the Total Amount of Fares received; and also distinguishing the Charges made for Locomotive Power employed in conveying the same from the Tolls paid in respect thereof.

THE following are the fares charged for passengers, and the distances they are carried:

	M. F. Yds.	M. F. Yds.	M. F. Yds.	M. F. Yds.
Stations - -	8 4 0	7 6 0	6 6 0	3 6 0
Fares - - -	6 *d.*	6 *d.*	4 *d.*	3 *d.*

There has not been any alteration of these fares.

The passengers travelling by the Company's carriages are so few in number, that the carriage is commonly attached to, and hauled along with, a luggage train, and on that account the charges for locomotive power cannot be easily distinguished.

3.—A RETURN showing the MAXIMUM RATE OF TOLLS leviable upon all Carriages used in conveying Private Carriages, Goods, Horses, or Live Stock along the said Railway.

THE Company are authorized, by their Act of Parliament, to levy for the tonnage of all goods, &c. carried upon the railway a sum not exceeding 2*d.* per ton per mile, and so in proportion for any less distance than a mile.

4.—A RETURN showing the RATE OF TOLLS which have been from time to time levied on any Carriage used in conveying Passengers, Private Carriages, Goods, Horses, or Live Stock along the said Railway; whether such Goods, Private Carriages, Horses, and Live Stock were conveyed on account of the Company, or on account of Private Carriers.

Present Tonnage Dues for all Goods of whatever description.

	d.
Travelling any distance not exceeding ½ a mile - - - -	1 per ton.
Above ½ a mile, and not exceeding ¾ of a mile - - - -	1½ —
Above ¾ of a mile - — - 1 mile - - - - -	2 —
Above 1 mile - - — - 1¼ miles - - - -	2½ —
Above 1¼ miles - — - 1½ miles - - - -	3 —
Above 1½ miles - — - 1¾ miles - - - -	3½ —
Above 1¾ miles - — - 2 miles - - - -	4 —
Above 2 miles - — - 2¼ miles - - - -	4½ —
Above 2¼ miles - — - 2½ miles - - - -	5 —
Above 2½ miles - — - 2¾ miles - - - -	5½ —
Above 2¾ miles - — - 3 miles - - - -	6 —
Above 3 miles - — - 3½ miles - - - -	6½ —
For all distances exceeding - 3½ miles - - - -	7 —

Dues for Waggons furnished by the Company.

For charges for the use of waggons - - - - - 2*d.* per ton.

The passengers' carriages of the proprietors of an adjoining railway (Glasgow and Garnkirk), before arriving at their destination, have to travel over about 1¾ miles of this railway, for which a toll of 8*d.* is levied on each carriage.

5.—A RETURN showing the MAXIMUM RATES leviable by the Company, as Carriers, for the Carriage of Goods, Horses, or Live Stock along the said Railway.

WHEN acting as carriers of goods, &c. this Company would be entitled to the following maximum rates by their Acts of Parliament:

For the tonnage of goods passing along the railway, as stated in Return No. 3.

For the use of carriages, and the haulage by locomotive power, according to 1st of Return No. 8.

Appendix, No. 1.

Monkland and Kirkintilloch Railway.

6.—A RETURN showing the RATES which have been from time to time charged by the said Company, as Carriers, for the conveyance of Private Carriages, Goods, Horses, or of Live Stock by the Company.

WHEN carriages and motive power are provided for the conveyance of goods, a combined charge is made; viz.

Tonnage dues on the goods carried according to rates contained in Return No. 4.
Use of waggons or carriages for goods carried according to rates contained in Return No. 4.
Locomotive power for haulage, as stated in Return No. 8, 2d part.

7.—A RETURN showing the GROSS AMOUNT received for each of the Years 1837, 1838, and 1839, under the several Heads; 1st. Of Tolls; 2d. For the Conveyance of Passengers; 3d. For the Conveyance of Goods.

Year.	1st. Of Tolls, or Tonnage Dues.	2d. For the Conveyance of Passengers.	3d. For the Conveyance of Goods.		Total.
			Haulage by Locomotive Engines, &c.	Hires of Company's Waggons.	
	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.
1837 -	5,998 17 –	- - -	972 12 7	231 12 2	7,203 1 9
1838 -	8,389 7 10	36 12 2	1,896 1 5	709 1 7	11,031 3 –
1839 -	10,373 14 4	71 5 –	2,384 3 1	1,068 15 1	13,897 17 6
£.	24,761 19 2	107 17 2	5,252 17 1	2,009 8 10	32,132 2 3

8.—A RETURN showing the POWERS which the Company have of charging Locomotive Power, and in what manner they have charged the same.

1. *Powers of the Company to Charge for Haulage.*

BY Act of Parliament the Company are empowered to build, maintain, &c. locomotive engines fit for the haulage, and waggons and carriages for the carrying of coals and other commodities, and for the conveyance of passengers, and to demand and receive such hire and return for the use of the said engines and waggons or carriages as they shall think proper, or as may be agreed upon.

2. *Charges by the Company for Locomotive Power.*

Haulage Rates by Engines:

For any distance not exceeding 1 mile - - - - - - 1*d.* per ton.
For any distance not exceeding 1¼ mile - - - - - 1¼*d.* —
For any distance exceeding 1¼ mile - - - - - - 1½*d.* —
For all ascending trade, three farthings per ton per mile.

9.—A RETURN of all RULES made to regulate the Conveyance of Goods, whether the same relate to Goods carried by the Company or by Private Carriers.

CODE of RULES, BYE-LAWS, &c. September 1839.

BY the Act of Parliament, 5 Geo. 4, c. 49, incorporating the Monkland and Kirkintilloch Railway Company, 3 & 4 W. 4, c. 14, and 2 & 3 Vict. c. 70, penalties are authorized to be levied for each of the following offences, not exceeding the respective sums attached thereto.

RULES and PENALTIES imposed by the Statute.

	£.	s.	d.
Sect. 36.—1. Injuring or defacing any boards, whereon any rules, orders, or bye-laws, may be placed - - - - - - - - - -	5	–	–
Sect. 52.—2. Fraudulently carrying or conveying anything on the railway, on payment of lower rates than liable - - - - - -	5	–	–
Sect. 61.—3. Owners or persons in charge of waggons or goods, neglecting or refusing to give the nearest collector a true written account of the quantity of goods, from whence brought, and where to be delivered, shall forfeit and pay any sum not exceeding 10*s.* per ton.			
Sect. 66.—4. Not having the owner's name and place of abode, and the number conspicuously painted on each waggon - - - - -	5	–	–
Sect. 68.—5. Unauthorized persons, or horses, or cattle, or any other thing passing along, or in any way using the railway or paths thereof, except only in directly crossing the same at the place appointed for that purpose	2	–	–
Sect. 70.—6. Waggons placed on any part so as to obstruct the railway or passage thereof; overloading any carriage, or allowing loading to project, so as to obstruct the passage of the railway; for every such offence - - - - - - - - - - - - - - -	2	–	–
And for every hour such obstruction shall continue, after due notice to remove the same has been given - - - - - - - - -	2	–	–
Sect. 71.—7. Laying or spilling anything whatsoever on the railway, or other works of the Company - - - - - - - - -	2	–	–
Sect. 78.—8. Neglecting to shut gates on the railway - - - - -	5	–	–
Sect. 64.—9. Waggons passing upon the railway, or any part thereof, not properly fitted or constructed - - - - - - - - -	–	10	–
Besides payment of damage done to the railway.			
Sect. 67-69.—10. Owners of waggons, or masters, are liable for all damage done by their servants to the railway, and works or property adjoining; but servants liable to repay their masters, or to imprisonment for a period not exceeding six calendar months.			
Sect. 82.—11. Any of the Company's servants showing partiality - -	5	–	–
Sect. 84.—12. Loading or unloading any goods or commodities whatsoever at any other place or places than the Company's wharfs, and for the purpose of evading the tolls, rates, or duties - - - - -	5	–	–
Sect. 72.—13. Wilfully or maliciously breaking down or destroying any part of the railway or works - - - - - - - - - -	10	–	–

Over and above the amount of damages done.

RULES, BYE-LAWS, and ORDERS, enacted by the said Company, in virtue of the Statutes passed in their favour, any neglect or contravention of which subjects the party in fault to a penalty not exceeding 5*l.* sterling.

1. No person shall trespass on the railway, or any of the grounds belonging to the Company.

2. All drivers shall carefully attend their horses or steam-engine, and no driver or engineman shall absent himself from the waggons or engine entrusted to his care.

3. No person shall draw off any waggon except at the proper branches or turn-out places.

4. No person shall pass upon the railway with waggons or other carriages, earlier than one hour before sunrise, or later than one hour after sunset upon work days, nor at any time upon Sundays without written leave from the Company.

5. No waggon shall with its load exceed four tons four cwt. avoirdupois, and all waggons loaded so as to exceed four tons four cwt. gross, shall be charged 10*s.* sterling for every ton excess of the above specified weight, and a like proportion for every cwt. of excess of weight.

6. Every driver or owner of any waggon or carriage, shall have on each waggon or carriage, a proper brake in good and sufficient order.

7. Waggoners and others shall on all occasions obey the directions of the Company's servants to prevent their impeding or coming in contact with other carriages, or otherwise, for the general convenience and safety of the trade.

8. Waggons and other carriages shall always give place to locomotive engines, or to passenger carriages; and no person shall start waggons or other carriages from any depôt, or siding, or other place, when he is unable to arrive at, and enter a siding, with his waggon or carriage, before meeting with, or being overtaken by, an engine or passenger carriage.

9. No waggon or other carriage shall be disloaded, except at such place as appointed by the Company's superintendent.

Appendix, No. 1.

Monkland and Kirkintilloch Railway.

10. Every waggon driver, or person in charge of any carriage, shall give immediate notice to one of the Company's servants, of any waggon or other carriage having broken or displaced any switch or rail, or otherwise having deranged any part of the railway or works.

11. No owner or driver of any waggon, coach, or carriage shall suffer the same, or the coals, lime, or other goods thereon, to remain upon the railway or the branches, offsets, sidings, connexions, or other parts thereof, to the inconvenience of other traders.

12. No person whatever shall be allowed to ride upon any locomotive engine, engine-tender, or upon or into any waggon, except the engineman and his assistant, or the person directly in charge of the waggon or other carriage, as the case may be.

13. No person except the engineman in charge of a locomotive engine, shall apply any water, oil, grease, or other unguent, to the periphery of the waggon, or carriage wheels, or to the surface of the rails.

14. Every engineman or waggon driver, who shall take a siding, shall adjust the switches to answer carriages passing on the main line.

15. No owner or person in possession of any waggon or other carriage, shall allow them to go on the railway without being properly greased.

16. All waggons and other carriages improperly greased, or otherwise out of order, or incomplete in their furnishings, and all horses unfitted for safe use on the railway, may be stopped and put aside at the owner's or driver's risk and expense; and the owner or driver shall immediately remove the same in a safe and proper manner as may be directed by the Company's servants.

17. No waggon or other carriage shall be allowed to run upon the railway or branches with wheels whose diameter is greater than two feet six inches, to be uniform with the Company's waggons, and the gauge of the wheels must be four feet five inches and a half from the outside of the flange of each wheel, and the tread of the wheel three inches, the diameter of the axle at the bearing, two inches and three-quarters.

18. No waggoner or other person shall stop or place any waggons or other carriages, on the crossings of public roads, so as to interrupt the passage thereof.

19. Coupling chains attached to any waggons and other carriages, if not used in drawing the same, shall always be hung up so as not to touch or trail upon the road.

20. Any driver of a waggon or other carriage, who shall leave or absent himself from his waggon or other carriage, or from the horse drawing the same, shall for every offence forfeit and pay a sum not exceeding 10*s.*

21. Any driver of a waggon or other carriage, breaking his horse out of a walk, or driving the same at a greater velocity than two and a half miles an hour, shall for every offence forfeit and pay a sum not exceeding 10*s.*

22. All waggons or other carriages passing upon the railway or its branches, before sunrise, or after sunset, shall have an oil or fire-lamp burning at the fore-end of the train of waggons, under a penalty for each failure, not exceeding 5*l.*

Regulations for taking Sidings.

1. All empty waggons on the approach of loaded waggons or other loaded carriages shall take the siding, and in case of meeting betwixt the sidings, shall put back and go into the nearest siding they have passed.

2. A loaded waggon, or train of waggons descending, meeting a waggon, or train of loaded waggons ascending, the waggons descending shall take the siding, except when the several waggons meet between the sidings; in that case, the ascending waggon or waggons shall put back into the nearest siding down the way. The word ascending means from north to south, and the word descending from south to north.

3. Locomotive engines shall be exempt from taking sidings, except in meeting another locomotive engine; in that case, the empty train shall take the siding.

4. All waggon drivers, or others in charge of any waggon, carriage, or carriages, on being overtaken by a locomotive engine or coach, shall take the first connexion or siding, and put his waggons therein to allow the engine or coach to pass.

General Notices.

1. All the foregoing penalties are to be over and above all damages and expenses, if incurred, and do not supersede criminal prosecutions in cases of malice or felony.

2. In default of payment of the penalties, offenders are liable to imprisonment for a period not exceeding six calendar months.

3. All goods and property of every description, conveyed upon the said railway, and liable to injury from the weather, or from smoke, fire, or sparks, must be protected therefrom by the owner, and the Company will not be responsible for the same, unless a special bargain be made by the Company to that effect.

4. All

4. All persons using the railway or other property of the Company, shall, in every case submit, in the first instance, to the directions of the Company's officers.

5. Masters or owners of waggons, horses, or other property on the railway, shall be liable for all trespasses and damages committed by persons employed by them on the railway and works, or any property adjoining the same; but servants shall be liable to repay their masters for the same, or to imprisonment for a period not exceeding six calendar months.

6. The servants of the company are authorized to seize and detain any unknown person or persons found on the railway, or other property therewith connected, without lawful cause, or in any other way infringing the regulations, and to carry such persons before a magistrate, without any warrant, and they are also authorized, in all cases of danger or annoyance to the public or the Company, in the lawful use of the railway, to interfere summarily, and obviate or remove such danger, or nuisance, or hindrance. The constables of the Company have power to act on any part of the railway property, and within a mile therefrom, for the preservation of the peace and protection of persons and property.

Glasgow, 6th November 1839.—The Code of Rules, &c. has been carefully examined by me, and compared with the statutes above referred to, and is approved by me, in terms of my interlocutor of this date.

(signed) *James Watson*,
Sheriff Substitute of Lanarkshire.

Glasgow, 19th November 1839.—The foregoing Code of Rules, Bye-laws, and Orders, as approved by Mr. Sheriff Watson, was made, enacted, and sealed with the Company's seal, and ordered to be published and enforced in terms of law.

(signed) *K. Finlay*, Chairman.

10.—A RETURN showing the OUTGOINGS of each Railway, distinguishing the Outgoings incurred by such Railway as Owners thereof, and distinguishing those Outgoings which they have incurred as the Carriers of Passengers from those which they have incurred as the Carriers of Goods, and setting forth the several Branches of each of the aforesaid Sources of Expenditure.

EXPENDITURE connected with the Traffic.

	Year 1837.	Year 1838.	Year 1839.	TOTAL for 1837, 1838, and 1839.
	£. s. d.	£. s. d.	£. s. d.	£. s. d.
Maintenance of way - -	882 15 –	995 13 –	1,005 15 2	2,884 3 2
Working, repairs, and fuel of locomotive engines, &c. -	833 15 11	1,234 4 7	2,159 3 8	4,227 4 2
Uphold of waggons - -	117 2 10	626 18 5	864 4 5½	1,608 5 8½
Repair of loading-places and wharfs - - - -	35 16 10	49 3 2	94 6 10	179 6 10
Working of stationary engine and repairs - - -	134 13 11	216 5 6	199 10 6½	550 9 11½
Uphold of fences, bridges, and other erections - - -	108 13 9½	132 16 3	242 9 8	483 19 8½
Salaries to superintendent, collectors, police, &c. - -	346 9 9	372 – 3	553 13 9	1,272 3 9
Miscellaneous expenses in management; secretary's salary, &c. - - - - - -	467 5 –½	508 8 2	484 9 6	1,460 2 8½
Feu duties on land, and other claims - - - - -	29 3 3	43 10 6	26 19 4	99 13 1
£.	2,955 16 4	4,178 19 10	5,630 12 11	12,765 9 1

Appendix, No. 1.

Monkland and Kirkintilloch Railway.

11.—A RETURN showing the GROSS and NET PROFITS of the Company, for the said Years 1837, 1838, 1839.

Year 1837.

RECEIPTS:	£.	s.	d.
Tonnage dues, haulage, &c. as stated in Return, No. 7	7,203	1	9
Rents of houses, wharves, &c.	113	7	1
£.	7,316	8	10
Gross revenue, less expenditure per contra £.	4,360	12	6

OUTLAYS:	£.	s.	d.	£.	s.	d.
Expense and charges for the working and uphold of Railway: salaries, &c. as detailed in Return, No. 10	2,955	16	4			
Gross revenue, after deducting above expenditure	4,360	12	6			
£.	7,316	8	10			
Dividends to proprietors holding 48,100 *l.* of the capital stock of the Company				3,463	4	–
Interest on cash credit with Royal Bank of Scotland				596	11	4
Net surplus of revenue (applied in liquidation of debt incurred by relaying with new rails, and other renewals of decayed works)				300	17	2
£.				4,360	12	6

Year 1838.

RECEIPTS:	£.	s.	d.
Tonnage dues, haulage, &c. as contained in Return, No. 7	11,031	3	–
Rents, &c. received in 1838	141	15	–
£.	11,172	18	–
Gross revenue, less expenditure per contra £.	6,993	18	2

OUTLAYS:	£.	s.	d.	£.	s.	d.
Expense and charges for the working and uphold of Railway and machinery, &c. as detailed in Return, No. 10	4,178	19	10			
Gross revenue, less above expenditure	6,993	18	2			
£.	11,172	18	–			
Dividends to shareholders, on 51,125 *l.* of capital stock held by them				3,614	8	–
Interest on loan (cash credit) with Royal Bank				571	13	2
Net surplus revenue (applied in liquidation of debt, &c.)				2,807	17	–
£.				6,993	18	2

YEAR 1839.

	£.	s.	d.	£.	s.	d.
RECEIPTS:						
Tonnage dues, haulage, &c. as contained in Return, No. 7				13,897	17	6
Rents of houses, wharves, &c.				87	12	6
			£.	13,985	10	–
Gross revenue, less expenditure per contra			£.	8,354	17	1
OUTLAYS:						
Expense and charges for the working and uphold of Railway and machinery, &c. *see* Return, No. 10	5,630	12	11			
Gross revenue, less above expenditure	8,354	17	1			
£.	13,985	10	–			
Dividends to shareholders on 51,125 *l.* of capital stock of Company				4,036	14	–
Interest on cash credit with Royal Bank				1,134	–	3
Net surplus of revenue				3,184	2	10
			£.	8,354	17	1

(31.)—NEWCASTLE-UPON-TYNE AND CARLISLE RAILWAY.

A RETURN showing the Number of Passengers carried; of the Miles travelled; of the Money received; of the Average Receipt per Mile from each Passenger, for each Month, from April 1839 to the end of January 1840.

DATE.	Number of Miles opened to the Public.	Fare per Mile.				Number of Passengers.				
		Quick Train 1st Class.	QuickTrain, 2d Class.	Mixed Train, 1st Class.	Mixed Train, 2d Class.	QuickTrain, 1st Class.	QuickTrain, 2d Class.	Mixed Train, 1st Class.	Mixed Train, 2d Class.	Total.
1839:		*d.*	*d.*	*d.*	*d.*					
May	59	$2\frac{14}{59}$	$1\frac{1}{2}\frac{54}{59}$	$2\frac{2}{59}$	$1\frac{1}{2}\frac{6}{59}$	956	4,113	774	14,595	20,438
June	59	$2\frac{14}{59}$	$1\frac{1}{2}\frac{54}{59}$	$2\frac{2}{59}$	$1\frac{1}{2}\frac{6}{59}$	811	6,089	789	12,237	19,926
July	59	$2\frac{14}{59}$	$1\frac{1}{2}\frac{54}{59}$	$2\frac{2}{59}$	$1\frac{1}{2}\frac{6}{59}$	1,040	8,421	976	19,405	29,842
August	59	$2\frac{14}{59}$	$1\frac{1}{2}\frac{54}{59}$	$2\frac{2}{59}$	$1\frac{1}{2}\frac{6}{59}$	800	6,440	754	14,443	22,437
September	59	$2\frac{14}{59}$	$1\frac{1}{2}\frac{54}{59}$	$2\frac{2}{59}$	$1\frac{1}{2}\frac{6}{59}$	760	5,101	732	13,308	19,901
October	59	$2\frac{14}{59}$	$1\frac{1}{2}\frac{54}{59}$	$2\frac{2}{59}$	$1\frac{1}{2}\frac{6}{59}$	898	5,124	798	17,603	24,423
November	59	$2\frac{14}{59}$	$1\frac{1}{2}\frac{54}{59}$	$2\frac{2}{59}$	$1\frac{1}{2}\frac{6}{59}$	846	6,158	764	14,806	22,574
December	59	$2\frac{14}{59}$	$1\frac{1}{2}\frac{54}{59}$	$2\frac{2}{59}$	$1\frac{1}{2}\frac{6}{59}$	854	5,999	699	15,333	22,885
1840:										
January	59	$2\frac{14}{59}$	$1\frac{1}{2}\frac{54}{59}$	$2\frac{2}{59}$	$1\frac{1}{2}\frac{6}{59}$	641	3,768	548	12,951	17,908

DATE.	Number of Miles Travelled.				Amount of Gross Receipts for Passengers.			
	QuickTrain, 1st Class.	QuickTrain, 2d Class.	Mixed Train, 1st Class.	Mixed Train, 2d Class.	Quick Train, 1st Class.	Quick Train, 2d Class.	Mixed Train, 1st Class.	Mixed Train, 2d Class.
1839:					£. s. d.	£. s. d.	£. s. d.	£. s. d.
May	20,594	83,247	15,064	218,200	191 19 7	599 13 11	127 13 3	1,386 17 4
June	19,926	120,457	20,846	270,580	185 15 –	867 14 3	176 13 3	1,719 15 10
July	28,409	150,394	23,498	370,142	264 16 8	1,083 7 –	199 2 9	2,352 12 –
August	21,344	105,341	18,757	285,279	198 19 5	758 16 2	158 19 2	1,813 4 3
September	18,658	101,984	19,321	237,292	173 19 6	734 12 8	163 14 9	1,511 14 11
October	22,489	136,390	20,485	254,395	209 12 11	982 9 6	173 10 3	1,616 18 4
November	20,384	108,315	19,248	178,314	190 – 5	780 4 8	163 2 5	1,133 7 –
December	17,484	90,490	12,215	220,884	162 19 9	651 16 7	103 10 4	1,403 18 5
1840:								
January	15,342	70,849	10,348	169,478	143 – 5	510 7 –	87 13 11	1,077 3 9

(31.)—NEWCASTLE-UPON-TYNE AND CARLISLE RAILWAY—*continued.*

DATE.	Average Receipt for each Passenger.				Average Fare per Mile received for each Passenger.			
	Quick Train, 1st Class.	Quick Train, 2d Class.	Mixed Train, 1st Class.	Mixed Train, 2d Class.	Quick Train, 1st Class.	Quick Train, 2d Class.	Mixed Train, 1st Class.	Mixed Train, 2d Class.
1839:	*s. d.*	*s. d.*	*s. d.*	*s. d.*	*d.*	*d.*	*d.*	*d.*
May - - -	4 $-\frac{18}{95}$	2 $10\frac{3}{4}\frac{40}{41}$	3 $3\frac{1}{2}\frac{27}{77}$	1 $10\frac{3}{4}\frac{3}{14}$	$2\frac{48}{205}$	$1\frac{1}{2}\frac{76}{83}$	$2\frac{1}{30}$	$1\frac{1}{2}\frac{22}{218}$
June - - -	4 $6\frac{8}{48}\frac{75}{11}$	2 $10\frac{12}{60}$	4 $5\frac{1}{2}\frac{75}{78}$	2 $9\frac{1}{2}\frac{11}{12}$	$2\frac{47}{199}$	$1\frac{1}{2}\frac{11}{12}$	$2\frac{7}{208}$	$1\frac{1}{2}\frac{27}{270}$
July - - -	5 $1\frac{3}{26}$	2 $6\frac{3}{4}\frac{42}{84}$	4 $-\frac{3}{4}\frac{85}{97}$	2 $5\frac{187}{1940}$	$2\frac{67}{284}$	$1\frac{1}{2}\frac{137}{150}$	$2\frac{7}{234}$	$1\frac{1}{2}\frac{37}{370}$
August - -	4 $11\frac{1}{2}\frac{61}{80}$	2 $4\frac{1}{4}\frac{7}{61}$	4 $2\frac{1}{2}\frac{29}{75}$	2 $6\frac{18}{114}$	$2\frac{50}{231}$	$1\frac{1}{2}\frac{96}{105}$	$2\frac{6}{187}$	$1\frac{1}{2}\frac{29}{285}$
September -	4 $6\frac{3}{4}\frac{57}{76}$	2 $10\frac{1}{2}\frac{13}{51}$	4 $5\frac{1}{2}\frac{54}{73}$	2 $3\frac{1}{4}\frac{7}{133}$	$2\frac{44}{186}$	$1\frac{1}{2}\frac{933}{1019}$	$2\frac{65}{1932}$	$1\frac{1}{2}\frac{27}{237}$
October - -	4 $8\frac{27}{898}$	3 $10\frac{8}{512}$	4 $4\frac{14}{19}$	1 $10\frac{7}{176}$	$2\frac{53}{234}$	$1\frac{1}{2}\frac{124}{136}$	$2\frac{67}{2048}$	$1\frac{1}{2}\frac{25}{254}$
November - -	4 $5\frac{2}{4}\frac{51}{84}$	2 $6\frac{1}{4}\frac{40}{61}$	4 $3\frac{1}{4}\frac{8}{76}$	1 $6\frac{1}{4}\frac{71}{148}$	$2\frac{48}{203}$	$1\frac{1}{2}\frac{99}{108}$	$2\frac{65}{1924}$	$1\frac{1}{2}\frac{17}{178}$
December - -	3 $9\frac{3}{4}\frac{18}{85}$	2 $2\frac{3}{59}$	2 $11\frac{1}{2}\frac{11}{69}$	1 $9\frac{3}{4}\frac{13}{15}$	$2\frac{32}{174}$	$1\frac{1}{2}\frac{82}{90}$	$2\frac{4}{123}$	$1\frac{1}{2}\frac{22}{220}$
1840:								
January - -	4 $5\frac{1}{2}\frac{3}{16}$	2 $8\frac{1}{4}\frac{9}{176}$	3 $2\frac{1}{4}\frac{34}{54}$	1 $7\frac{3}{4}\frac{10}{12}$	$2\frac{36}{153}$	$1\frac{1}{2}\frac{64}{70}$	$2\frac{3}{103}$	$1\frac{1}{2}\frac{17}{169}$

Newcastle-upon-Tyne and Carlisle Railway Office, Newcastle-upon-Tyne, 10 April 1840.

Matt. Plummer, Chairman.
John Adamson, Clerk.

Appendix, No. 1.

Newcastle-upon-Tyne and Carlisle Railway.

1.—A RETURN showing the MAXIMUM FARES leviable on each Class of Passengers, under the authority of any Act of Parliament empowering the Company to levy the same; stating whether such Fares include the use of the Company's Carriages and Locomotive Power.

BY the Act of Parliament incorporating the Company, passed in the 10th year of the reign of George the Fourth, powers are granted to take tolls for coaches and other carriages going along the Railway. (*Vide* page 75).

"And be it further enacted, that it shall be lawful for the said Company from time to time, and at all times hereafter, to ask, demand, take, recover and receive, or cause to be asked, demanded, taken, recovered, and received to and for the use and benefit of the said Company, for and in respect of coaches, chariots, chaises, cars, gigs, landaus, waggons, carts, or other carriages, which shall be used upon the said railways or tramroads for the conveyance of passengers or cattle, the several tolls hereinafter mentioned, (that is to say)

"For every person passing in or upon any such carriage, for any distance not exceeding five miles, the sum of 6*d.*; for any distance exceeding five miles, and not exceeding 10 miles, the sum of 1*s.*; for any distance exceeding 10 miles, and not exceeding 15 miles, the sum of 1*s.* 6*d.*; for any distance exceeding 15 miles, and not exceeding 20 miles, the sum of 2*s.*; for any distance exceeding 20 miles, and not exceeding 25 miles, the sum of 2*s.* 6*d.*; for any distance exceeding 25 miles, and not exceeding 30 miles, the sum of 3*s.*; for any distance exceeding 30 miles, and not exceeding 40 miles, the sum of 3*s.* 6*d.*; for any distance exceeding 40 miles, and not exceeding 50 miles, the sum of 4*s.*; and for any distance exceeding 50 miles, the sum of 5*s.*"

This clause has not been acted upon, the Company being the only conveyers or carriers on the Railway.

2.—A RETURN showing the FARES which have been from time to time levied on each Class of Passengers, and the Effect which any Alteration thereon has had upon the Number of Passengers carried, or the Total Amount of Fares received; and also distinguishing the Charges made for Locomotive Power employed in conveying the same from the Tolls paid in respect thereof.

THE Company charge after the following rates for the passengers conveyed by them:

	Quick Train.		Mixed Train.	
	1st Class.	2d Class.	1st Class.	2d Class.
	d.	*d.*	*d.*	*d.*
Per mile - - - - - - -	$2\frac{14}{59}$	$1\frac{1}{2}\frac{54}{55}$	$2\frac{2}{59}$	$1\frac{1}{2}\frac{6}{59}$

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The slight alterations which have been made have not produced any perceptible effect, either as to the numbers travelling or the amount of fares received.

The Company being the carriers, the above charges include as well tolls as locomotive power, which have never been calculated separately.

3.—A RETURN showing the MAXIMUM RATE of TOLLS leviable upon all Carriages used in conveying Private Carriages, Goods, Horses or Live Stock along the said Railway.

By the Act of Parliament incorporating the Company, passed in the 10th year of the reign of Geo. 4, powers are granted to charge the following rates of tonnage and tolls for cattle, &c.:

For all dung, compost, and lime, to be used as manures, and all other manures, and all materials for the repair of the public roads or highways, any sum not exceeding 1 *d.* per ton per mile.

For all coals, limestone to be used otherwise than as manure, ironstone, iron ore, and all other mineral ores, timber, deals, building, pitching, and paving stones, and clay, any sum not exceeding 1 ½ *d.* per ton per mile.

For all coke, culm, charcoal, flags, bricks, tiles, and slates, lead, iron, and other metals, any sum not exceeding 2 *d.* per ton per mile.

For all corn, grain, flour, hay, and all other agricultural produce, any sum not exceeding 2 ½ *d.* per ton per mile.

For all sugar, dye-woods, and groceries, cotton and other wool, hides, drugs, manufactured goods, and all other wares, merchandize, matters or things, any sum not exceeding 3 *d.* per ton per mile.

For every horse, mule, ass, or other beast of draught or burthen, and for every ox, cow, bull, or neat cattle carried in or upon any such carriage, for any distance not exceeding 15 miles, the sum of 2*s.* 6 *d.*; and for any distance exceeding 15 miles, and not exceeding 40 miles, the sum of 4*s.*; and for any distance exceeding 40 miles, the sum of 6*s.*

For every calf, sheep, lamb or pig carried in or upon any such carriage for any distance, the sum of 9 *d.*

4.—A RETURN showing the RATE of TOLLS which have been from time to time levied on any Carriage used in conveying Passengers, Private Carriages, Goods, Horses, or Live Stock along the said Railway, whether such Goods, Private Carriages, Horses and Live Stock were conveyed on account of the Company, or on account of Private Carriers.

No tolls have been levied on such carriages, the Company being themselves the only carriers on the Railway, and employing their own motive power, trucks, waggons and other carriages.

5.—A RETURN showing the MAXIMUM RATES leviable by the Company, as Carriers, for the Carriage of Goods, Horses or Live Stock along the said Railway.

By the Act of Parliament incorporating the Company passed in the 10th year of the reign of George the Fourth, the Company are entitled to charge as carriers as follows ("exclusive of the several rates hereinbefore authorized to be charged and received as and for tonnage and tolls"). *Vide* page 77.

For all lime, limestone, ironstone, iron ore, and other mineral ores, and all sorts of dung, compost, and manure, and all materials for the repair of the public roads, and all stone, sand, clay, building, pitching, and paving stones, tiles and slates, and also for all timber, staves, and deals, not exceeding 12*s.* per ton.

For all sugar, corn, grain, and flour, dye-woods, lead, iron, and other metals, not exceeding 14*s.* per ton.

For all cotton and other wool, hides, drugs, groceries, and manufactured goods, not exceeding 16*s.* per ton.

For all wines, spirits, vitriol, glass, and other hazardous goods, not exceeding 20 *s.* per ton; and for any distance short of the whole length of the said railways or tramroads, not exceeding a rateable proportion of such several sums, according to the distance.

And for all coal, coke, culm, charcoal, and cinders carried or conveyed along the same, or any part thereof, any sum not exceeding 3 *d.* per ton per mile; and for all persons, cattle, and other animals, such reasonable charge as shall from time to time be determined by the said Company.

Appendix, No. 1.

Newcastle-upon-Tyne and Carlisle Railway.

6.—A RETURN showing the RATES which have been from time to time charged by the said Company, as Carriers, for the Conveyance of Private Carriages, Goods, Horses, or of Live Stock by the Company.

TOLLS and CHARGES previous to the whole Line being opened.

	For the Use of the Road, per Ton per Mile.	Including Tolls, per Ton per Mile.
	d.	*d.*
Dung, compost, and lime to be used as manure, and all other manures, and all materials for the repair of the public roads or highways	1	2
Coals for exportation, or to be sea-borne	1	1¾
Coals, lime, limestone, ironstone, iron ore, and all other mineral ores	1½	2¼
Building, pitching, and paving stones, sand and clay	1½	3
Timber, (hard wood 40 feet per ton, soft wood 50 feet per ton,) deals, battens, staves, pitch, and tar	1½	3½
Lead and culm	2	3
Iron and other metals, heavy metal castings, tiles, slates, flags, and bricks	2	3
Corn, grain, flour, potatoes, butter in casks, and bacon	2½	3½
Corn in the straw, hay, and all other agricultural produce	2½	4
Coke, charcoal, and cinders	2	3½
Sugar, dye-woods, raw hides, manufactured lead and paints, soap, and tallow	3	3½
Groceries, oil, cotton, and other wools and bale goods, and tanners' bark	3	4
Hats, glass bottles, and other light goods, per ton of 40 cubic feet	3	4
Dried hides, drugs, manufactured goods, and other merchandize, matters or things not otherwise enumerated	3	4½
Wines, spirits, glass, and other hazardous goods per weight, or per ton of 40 cubic feet	3	5
Vitriol	3	6¾
N. B.—If tonnage shall not amount to 6*d.* per ton, the Company may charge per ton	6	

	s.	*d.*
For every four-wheel carriage carried on the Company's trucks, for any distance not exceeding 20 miles	5	–
For ditto - ditto - not exceeding 30 miles	6	6
For ditto, drawn by one horse, not exceeding 20 miles	3	6
For ditto, drawn by one horse, not exceeding 30 miles	4	6
For every two-wheel carriage, not exceeding 20 miles	2	–
For ditto, not exceeding 30 miles	3	–
For every horse belonging to either of such carriages, not exceeding 20 miles	2	6
For ditto - ditto - not exceeding 30 miles	3	–
The passengers in which to pay according to the rates for passengers conveyed in the Company's carriages.		
For every carrier's cart to be conveyed by the Company on trucks after the rate of 3½*d.* per ton per mile, including the weight of the cart, and for every horse belonging to such carrier, the sum of 1*s.* No charge made for the carrier		
For every other horse, mule, ass, or other beast of draught or burthen, and for every ox, cow, bull, or neat cattle carried by the Company, for any distance not exceeding 20 miles	2	6
For every other horse, mule, ass, or other beast of draught or burthen, and for every ox, cow, bull, or neat cattle carried by the Company, for any distance not exceeding 30 miles	3	–
For every sheep, lamb, or pig carried in or upon such carriage, for any distance not exceeding 30 miles	–	6
If a score, or upwards - ditto - ditto	4*d.* each.	
For every calf, not exceeding 20 miles	–	6
For ditto, not exceeding 30 miles	–	9

After the whole Line was opened.

RATES of TONNAGE and CHARGES for Conveyance of Goods by the Company.

	Tolls for Use of the Road, per Ton per Mile.	Charge for Conveyance, including Tolls, per Ton per Mile, and Waggons.	Charge for the whole Distance.
	d.	*d.*	*s.* *d.*
Dung, compost, and lime to be used as manure, and all other manures (except bone), and all materials for the repair of the public roads or highways	1	2	10 –
Bones, ground or unground, to be used as manure	1	2½	12 6
Coals for exportation, to be sea-borne	1	1⅜	6 10½
Coals for home consumption	1½	2¼	11 3
Coals passed through a screen not exceeding half an inch, lime, limestone, building, pitching, and paving stones, sand and clay	1½	2	10 –
Ironstone and iron ore, and all other mineral ores	1½	2	10 –
Ironstone and iron ore imported	1½	1⅜	6 10½
Lime for exportation, to be sea-borne	1½	1¼	6 3
Timber, (hard wood, 40 feet per ton; soft wood, 50 feet per ton) caliper measure, deals, battens	1½	3	15 –
Staves, pitch, and tar	1½	3½	17 6
Lead, malleable iron, cast iron, and other metals, raw hides, and also potatoes and turnips	2	3	15 –
Tiles, slates, flags, and bricks	2	2	10 –
Corn, grain, flour, butter in casks, beef and pork in casks, bacon and lard	2½	3½	17 6
Corn in the straw, hay, and all other agricultural produce	2½	4	20 –
Coke and charcoal for home consumption	2	3	15 –
Coke and charcoal for exportation, to be sea-borne	2	2⅜	11 10½
Sugar, dye-woods, dried hides, manufactured lead and paints, soap and tallow, and bale goods	3	3½	17 6
Groceries, oil, cotton, tanners' bark, and bones for other purposes than manure	3	4	20 –
Hats, glass bottles, and other light goods, per ton of 40 cubic feet	3	4	20 –
Wool, drugs, manufactured goods, and other merchandize, matters or things not otherwise enumerated	3	4½	22 6
Wines, spirits, glass, furniture, and other hazardous goods, per weight or per ton of 40 cubic feet	3	5	25 –
Vitriol	3	6¾	33 9
N. B.—If the tonnage shall not amount to 6*d.* per ton, the Company may charge per ton	6		

	10 miles.	10 to 15.	15 to 20.	20 to 25.	25 to 30.	30 to 35.	35 to 40.	40 to 45.	45 to 50.	50 to 55.	55 to 60.
	s. *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*
For every four-wheel carriage carried on the Company's trucks	7 6	8 6	10 –	12 6	15 –	17 6	20 –	22 6	25 –	27 6	30 –
For every four-wheel small chaise, or pony chaise	5 6	6 6	7 6	8 6	9 6	11 –	12 6	14 –	15 6	17 6	20 –
For every two-wheel ditto	2 6	3 –	4 –	5 –	6 –	7 –	8 –	9 –	10 –	11 –	12 –
For every entire horse, carried in a close stable or carriage, or for the hire of ditto for the conveyance of one or more horses, or for a bull	10 6	12 –	13 6	16 6	20 –	23 6	27 –	30 6	33 6	36 6	40 –
For one or two other horse, mule, ass, or other beast of draught or burden so conveyed, each	2 6	3 6	4 6	5 6	6 6	7 6	8 6	9 6	10 6	11 6	12 6
For every other ditto more than two, the property of the same person	2 –	3 –	3 6	4 –	5 –	6 –	7 –	8 –	9 –	9 6	10 –
For every entire horse or bull carried in an open stable or carriage, or for any neat cattle or animal requiring the same	7 6	9 –	11 –	13 6	16 –	19 –	22 –	24 6	27 6	29 6	32 6

	10 miles.	10 to 15.	15 to 20.	20 to 25.	25 to 30.	30 to 35.	35 to 40.	40 to 45.	45 to 50.	50 to 55.	55 to 60.
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
For one other horse, mule, ass, or other beast of draught or burthen so conveyed - -	2 –	2 6	3 –	3 6	4 6	5 –	6 –	6 6	7 6	8 –	9 –
For two ditto in the same carriage, the property of one person - - - - -	4 –	5 –	6 –	7 –	9 –	10 –	11 6	12 6	14 6	15 6	17 –
For three ditto - ditto - ditto - -	6 –	7 6	9 –	10 6	13 6	14 6	17 –	18 6	20 6	22 6	25 –
For every other ditto - ditto - ditto -	1 6	2 –	2 6	3 –	4 –	4 6	5 –	5 6	6 6	7 –	7 6
For the hire of an open stable or carriage for the conveyance of one or more horses, &c., or of one or more neat cattle - -	10 –	11 –	12 –	15 –	18 –	21 –	24 –	27 –	30 –	33 –	36 –
For every ox, cow, or neat cattle conveyed in an open carriage - - - - -	2 –	2 –	2 6	3 –	3 6	4 –	5 –	5 6	6 –	7 –	7 6
For every calf or dog - - - - -	– 6	– 9	1 –	1 2	1 3	1 4	1 6	1 9	2 –	2 3	2 6
For every sheep or lamb, and for every pig not exceeding six stone in weight - -	– 4	– 5	– 6	– 7	– 7½	– 8	– 9	– 10	– 10½	– 11	1 –
But if a score, or upwards, each - -	– 3	– 3½	– 4	– 4½	– 5	– 5½	– 6	– 6½	– 7	– 7½	– 8
For every pig exceeding six stone in weight, and not exceeding 16 stone - - -	– 6	– 9	1 –	1 2	1 3	1 4	1 6	1 9	2 –	2 3	2 6
Above 16 stone in proportion for a whole open carriage for the conveyance of sheep or pigs, the whole weight not to exceed three tons - - - - - - -	10 –	11 –	12 –	15 –	18 –	21 –	24 –	27 –	30 –	33 –	36 –

Appendix, No. 1.

Newcastle-upon-Tyne and Carlisle Railway.

7.—A RETURN showing the GROSS AMOUNT received for each of the Years 1837, 1838, and 1839, under the several Heads of Tolls, for the Conveyance of Passengers, and for the Conveyance of Goods.

1. OF tolls, included in the conveyance of goods, &c. the Company being the only carriers.

2. For the Conveyance of Passengers:

1837 - - - - - - - -	£. 19,543	3	2
1838 - - - - - - - -	24,393	10	8
1839 - - - - - - - -	29,948	6	–

3. For the Conveyance of Goods:

1837 - - - - - - - -	£. 25,619	8	10
1838 - - - - - - - -	35,103	19	–
1839 - - - - - - - -	51,684	4	8

8.—A RETURN showing the POWERS which the Company have of charging Locomotive Power, and in what Manner they have charged the same.

BY the Act of Parliament incorporating the Company, passed in the 10th year of Geo. 4, the Company were restricted from using locomotive engines.

A subsequent Act, which received the Royal assent 17th June 1835, contains the following clause:

"And be it further enacted, that so much of the said hereinbefore recited Act as enacts that no locomotive or moveable steam-engine shall be used on the said Railways or Tramroads for drawing waggons or other carriages, or for any other purpose whatsoever, shall be and the same is hereby repealed; and the said Company are hereby authorized and empowered to provide and use locomotive or moveable steam-engines, as well as other power, for the drawing or propelling of any articles, matters, or things, persons, cattle, or animals, as well upon the said Railways or Tramroads by the said first recited Act authorized to be made, as upon the Railway or Tramroad by this Act authorized to be made, or any part or parts thereof respectively, and to ask, demand, recover, and receive, for the use of such engines or other power, such sum and sums of money as the said Company, or as the Directors for the time being thereof, shall from time to time think proper, in addition to the several other rates, tolls, and sums by the said first recited Act and by this Act respectively authorized."

9.—A RETURN of all RULES made to regulate the Conveyance of Goods, whether the same relate to Goods carried by the Company, or by private Carriers.

Rates of Tonnage and Charges for Conveyance of Goods by the Company:	Tolls for Use of the Road, per Ton per Mile.	Charge for Conveyance, including Tolls, per Ton per Mile, and Waggons.	Charge for the whole Distance.
	d.	*d.*	*s.* *d.*
Dung, compost, and lime, to be used as manure, and all other manures (except bone), and all materials for the repair of the public roads or highways -	1	2	10 –
Bones, ground or unground, to be used as manure -	1	2 ½	12 6
Coals for exportation, to be sea-borne - - -	1	1 ⅜	6 10 ½
Coals for home consumption - - - - -	1 ½	2 ¼	11 3
Coals passed through a screen not exceeding half an inch, lime, limestone, building, pitching and paving stones, sand, and clay - - - - - -	1 ½	2	10 –
Ironstone and iron ore, and all other mineral ores -	1 ½	2	10 –
Ironstone and iron ore imported - - - - -	1 ½	1 ⅜	6 10 ½
Lime for exportation, to be sea-borne - - -	1 ½	1 ¼	6 3
Timber (hard wood, 40 feet per ton; soft wood, 50 feet per ton), caliper measure, deals, battens -	1 ½	3	15 –
Staves, pitch, and tar - - - - - - - -	1 ½	3 ½	17 6
Lead, malleable iron, cast-iron, and other metals, raw hides, and also potatoes and turnips - - -	2	3	15 –
Tiles, slates, flags, and bricks - - - - - -	2	2	10 –
Corn, grain, flour, butter in casks, beef and pork in casks, bacon, and lard - - - - - -	2 ½	3 ½	17 6
Corn in the straw, hay, and all other agricultural produce - - - - - - - - - -	2 ½	4	20 –
Coke and charcoal for home consumption - -	2	3	15 –
Coke and charcoal for exportation, to be sea-borne -	2	2 ⅜	11 10 ½
Sugar, dye-woods, dried hides, manufactured lead and paints, soap and tallow, and bale goods - -	3	3 ½	17 6
Groceries, oil, cotton, tanners' bark, and bones, for other purposes than manure - - - - -	3	4	20 –
Hats, glass bottles, and other light goods, per ton of 40 cubic feet - - - - - - - - -	3	4	20 –
Wool, drugs, manufactured goods, and other merchandise, matters, or things, not otherwise enumerated -	3	4 ½	22 6
Wines, spirits, glass, furniture, and other hazardous goods, per weight or per ton of 40 cubic feet - -	3	5	25 –
Vitriol - - - - - - - - - - - -	3	6 ¾	33 9
N. B.—If the tonnage shall not amount to 6 *d.* per ton, the Company may charge, per ton -	6		

If the carriage shall not amount to 2 *s.* per ton, the Company may charge 2 *s.* per ton.

All goods to be charged on the gross weight.

Fraction of a quarter of a ton to be charged for the exact weight, except as regulated below for parcels.

Fraction of a quarter of a mile to be charged a quarter.

No waggon or other carriage shall carry at any one time, along any part of the Railway, including the weight thereof, more than four tons weight, for the tonnage of which waggon the Company may take any rate not exceeding 4 *d.* per ton per mile, for the use of the Railway.

No piece of timber, stone, machinery, or other article, exceeding four tons, including weight of the waggon, shall be carried without the licence of the Company, for the tonnage of which they may charge as they please.

If goods remain longer than two days in the Company's warehouses or wharfs, the following rents will be charged:—On sugar, soap, timber, grain, iron, and all other such heavy goods, 6 *d.* per ton per week.

On tanners' bark, dried hides, flax, hemp, bale goods, wool, and other light goods, 9 *d.* per ton per week; part of a week to be charged as a whole week.

When extra labour is required, or when goods are warehoused for the convenience of the owners, the charge will be 1 *s.* per ton.

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Newcastle-upon-Tyne and Carlisle Railway.

Loading ironstone, iron ore, and other mineral ores, also slates, and all similar articles, 3 *d.* per ton; unloading ditto, 3 *d.* per ton.

No empty returned packages will be received at any of the stations, unless properly directed, and the carriage paid in advance to the place of their destination.

The Railway Charges will be as follow:	Any Distance not exceeding 30 Miles.	Any Distance exceeding 30 Miles.
	d.	*s.* *d.*
For butts, pipes, hogsheads, and dry hogsheads	9	1 6
Barrels	6	1 –
Smaller casks, &c.	3	– 6
Empty bags *per bundle*	3	– 6
Hampers of empty bottles *each*	3 *d.* to 4 *d.*	6 *d.* to 9 *d.*
Soap chests, hat boxes, crates, &c.	2 *d.* to 3 *d.*	3 *d.* to 6 *d.*
Furniture cases and alabaster cases	6 *d.*	1 *s.*

Other packages in proportion.

RATE for the Conveyance of Parcels, extra Luggage, and Quantities of Goods, weighing less than a Quarter of a Ton.

Not exceeding	Required to be forwarded by the Quick Train.			Goods above the Rate of 4*d.* per Ton per Mile, forwarded by the Mixed Trains.			Goods at or below the Rate of 4*d.* per Ton per Mile, forwarded by the Mixed Trains.		
	From Newcastle to Hexham, from Carlisle to Haltwhistle, or for any distance not exceeding 20 Miles.	From Carlisle to Hexham, or for any distance not exceeding 40 Miles.	For any distance exceeding 40 Miles.	From Newcastle to Hexham, from Carlisle to Haltwhistle, or for any distance not exceeding 20 Miles.	From Carlisle to Hexham, or for any distance not exceeding 40 Miles.	For any distance exceeding 40 Miles.	From Newcastle to Hexham, from Carlisle to Haltwhistle, or for any distance not exceeding 20 Miles.	From Carlisle to Hexham, or for any distance not exceeding 40 Miles.	For any distance exceeding 40 Miles.
lbs.	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*
2	– 4	– 6	– 8	– 4	– 5	– 6	– 4	– 5	– 6
14	– 8	– 10	1 –	– 4	– 6	– 9	– 4	– 6	– 6
28	– 9	1 –	1 4	– 6	– 9	1 –	– 6	– 8	– 9
56	– 10	1 3	1 8	– 9	1 2	1 6	– 8	– 10	1 –
112	1 3	2 –	2 6	1 –	1 6	2 –	– 9	1 –	1 6
168	1 9	2 6	3 6	1 3	2 –	2 6	– 10	1 2	1 9
224	2 –	3 –	4 –	1 6	2 3	3 –	1 –	1 6	2 –
280	2 3	3 6	4 6	1 9	2 6	3 6	1 2	1 8	2 6
336	2 6	3 9	5 –	2 –	3 –	4 –	1 4	2 –	3 –
392	2 9	4 –	5 6	2 3	3 6	4 6	1 6	2 6	3 6
448	3 –	4 6	6 –	2 6	4 –	5 –	1 8	3 –	4 –
448 to 560	3 6	5 –	6 6	2 9	4 6	5 6	2 –	3 6	4 6

All parcels must be delivered at least 15 minutes before the time of starting, or they cannot go until the following train.

Parcels required to be sent by the quick trains must be so addressed.

FARES for Passengers, &c. conveyed by the Company.

QUICK TRAIN.	1st Class.	2d Class.
	s. *d.*	*s.* *d.*
From the Company's station in the Close, Newcastle, or from Redheugh		
To Hexham	4 –	3 –
To Haydon Bridge	5 6	4 6
To Haltwhistle	7 –	5 6
To Milton	9 6	7 6
To Carlisle	11 –	8 6
From Carlisle		
To Milton	2 –	1 6
To Haltwhistle	4 6	3 6
To Haydon Bridge	6 –	4 6
To Hexham	7 6	5 6
To Redheugh, or Close, Newcastle	11 –	8 6

MIXED TRAIN.

From the Close, Newcastle, or Redheugh		
To Hexham	3 6	2 6
To Haydon Bridge	5 –	3 6
To Haltwhistle	6 6	4 9
To Milton	8 6	6 3
To London Road, Carlisle	10 –	7 6
From London Road, Carlisle,		
To Milton	2 –	1 –
To Haltwhistle	4 –	3 –
To Haydon Bridge	5 6	4 –
To Hexham	7 –	5 –
To Redheugh, or Close, Newcastle	10 –	7 6

Children under eight years of age will be charged half price.

No fees or gratuity allowed to be taken by any servant of the Company.

No smoking allowed in any of the coaches, even with the consent of the passengers.

The charge for the omnibus, from Newcastle to Blaydon and from Blaydon to Newcastle, will be 1*s.* in addition to the above charges.

The doors of the booking-offices will be closed five minutes before the time appointed for starting, after which no passenger can be admitted.

Passengers are allowed 84 lbs. for luggage; beyond that weight to be charged according to the rates for parcels; and no merchandize or other goods allowed to be carried as luggage.

RATES for the Conveyance of Carriages, Horses, and other Animals.

	10 Miles.	10 to 15.	15 to 20.	20 to 25.	25 to 30.	30 to 35.	35 to 40.	40 to 45.	45 to 50.	50 to 55.	55 to 60.
	s. *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*
For every four-wheel carriage carried on the Company's trucks	7 6	8 6	10 –	12 6	15 –	17 6	20 –	22 6	25 –	27 6	30 –
For every four-wheel small chaise, or pony chaise	5 6	6 6	7 6	8 6	9 6	11 –	12 6	14 –	15 6	17 6	20 –
For every two-wheel ditto	2 6	3 –	4 –	5 –	6 –	7 –	8 –	9 –	10 –	11 –	12 –
For every entire horse, carried in a close stable or carriage, or for the hire of ditto for the conveyance of one or more horses, or for a bull	10 6	12 –	13 6	16 6	20 –	23 6	27 –	30 6	33 6	36 6	40 –
For one or two other horse, mule, ass, or other beast of draught or burden so conveyed, each	2 6	3 6	4 6	5 6	6 6	7 6	8 6	9 6	10 6	11 6	12 6
For every other ditto more than two, the property of the same person	2 –	3 –	3 6	4 –	5 –	6 –	7 –	8 –	9 –	9 6	10 –
For every entire horse or bull, carried in an open stable or carriage, or for any neat cattle or animal requiring the same	7 6	9 –	11 –	13 6	16 –	19 –	22 –	24 6	27 6	29 6	32 6
For one other horse, mule, ass, or other beast of draught or burthen so conveyed	2 –	2 6	3 –	3 6	4 6	5 –	6 –	6 6	7 6	8 –	9 –
For two ditto in the same carriage, the property of one person	4 –	5 –	6 –	7 –	9 –	10 –	11 6	12 6	14 6	15 6	17 –
For three ditto – – ditto – – ditto	6 –	7 6	9 –	10 6	13 6	14 6	17 –	18 6	20 6	22 6	25 –
For every other ditto ditto – – ditto	1 6	2 –	2 6	3 –	4 –	4 6	5 –	5 6	6 6	7 –	7 6
For the hire of an open stable or carriage, for the conveyance of one or more horses, &c., or of one or more neat cattle	10 –	11 –	12 –	15 –	18 –	21 –	24 –	27 –	30 –	33 –	36 –
For every ox, cow, or neat cattle, conveyed in an open carriage	2 –	2 –	2 6	3 –	3 6	4 –	5 –	5 6	6 –	7 –	7 6
For every calf or dog	– 6	– 9	1 –	1 2	1 3	1 4	1 6	1 9	2 –	2 3	2 6
For every sheep or lamb, and for every pig, not exceeding six stone in weight	– 4	– 5	– 6	– 7	– 7½	– 8	– 9	– 10	– 10½	– 11	1 –
But if a score or upwards, each	– 3	– 3½	– 4	– 4½	– 5	– 5½	– 6	– 6½	– 7	– 7½	– 8
For every pig exceeding six stone in weight, and not exceeding 16 stone	– 6	– 9	1 –	1 2	1 3	1 4	1 6	1 9	2 –	2 3	2 6
Above 16 stone, in proportion.											
For a whole open carriage for the conveyance of sheep or pigs, the whole weight not to exceed three tons	10 –	11 –	12 –	15 –	18 –	21 –	24 –	27 –	30 –	33 –	36 –

☞ If an odd halfpenny occurs, it is to be charged as one penny.

Gentlemen's carriages must be at the station 15 minutes before the time of starting.

N.B.—Passengers not exceeding five in number, actually belonging to and proceeding in the four-wheel carriages, accompanied by their own horses, to be charged half the passenger's

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Newcastle-upon-Tyne and Carlisle Railway.

senger's fares; those belonging to four-wheeled pony chaises, not exceeding three in number, accompanied by one or more horses, and those belonging to two-wheel carriages, not exceeding two in number, accompanied by a horse, to be charged at a similar rate, and to be allowed to go in the Company's carriages.

The Company give notice that they will not be answerable for any loss or damage to any goods in their hands as carriers, or in their warehouses, or upon their landing-places, arising from fire, the act of God or civil commotion, or to any animals sent by their trains, although every proper precaution will be taken to secure their safe conveyance. Glass uninsured, furniture, all hazardous and brittle articles, are conveyed at the risk of the owners.

Tables of the fares for passengers between the intermediate stopping-places, will be kept at each of the stations, for general information.

By Order,

Railway Office, Newcastle-upon-Tyne,
7 March 1839.

John Adamson,
Clerk to the Company.

10.—A RETURN showing the OUTGOINGS of Railway; distinguishing the Outgoings incurred by such Railway as Owners thereof, and distinguishing those Outgoings which they have incurred as the Carriers of Goods; and setting forth the several Branches of each of the aforesaid Sources of Expenditure.

	£.	s.	d.
1837: As nearly as could be ascertained, the expense of working the Railway and carrying on the trade of the Company, including the expense of coaches, carts, &c. employed in conveying passengers and goods over the unfinished portions of the line - - - - -	19,897	10	4
1838 - - - - - - - - - - - - - -	27,491	5	11
1839 - - - - - - - - - - - - - -	37,234	10	11

Not any separate account, as asked for above, has been kept.

11.—A RETURN showing the Gross and Net Profits of the Company for the said Years 1837, 1838, and 1839.

	Gross Receipts.			Net Profits.*		
	£.	s.	d.	£.	s.	d.
1837 - - - -	46,224	-	3	26,326	9	11
1838 - - - -	61,255	12	9	33,663	-	2
1839 - - - -	86,491	4	9	48,326	16	10

* The interest paid upon the monies borrowed for the use of the Company is not deducted.

Matthew Plummer, Chairman of the Directors.
John Adamson, Clerk to the Company.

(32.)—NEWCASTLE-UPON-TYNE AND NORTH SHIELDS RAILWAY.

A RETURN showing the Number of PASSENGERS carried; of the Miles travelled; of the Money received; of the Average Receipt per Mile from each Passenger, for each Month, from April 1839 to the end of January 1840.

DATE.	Number of Miles opened to the Public.	Fare per Mile.				Number of Passengers.				Number of Miles Travelled.			
		Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	Total.	Mail.	1st Class.	2d Class.	3d Class.
1839:													
May - -	nil.	–	–	–	nil.								
June - -	6 3/4	2 3/32	1 7/9	8/9	nil.	90	2,532	12,088	14,710	607	17,024	722	46
July - -	6 3/4	2 3/32	1 7/9	8/9	nil.	327	7,170	58,182	65,679	2,207	50,239	369	288
August - -	6 3/4	2 3/32	1 7/9	8/9	nil.	426	6,040	63,824	70,290	2,877	40,599	411	101
September -	6 3/4	2 3/32	1 7/9	8/9	nil.	228	5,532	56,284	62,044	1,539	44,458	291	80
October -	6 3/4	2 3/32	1 7/9	8/9	nil.	157	4,977	46,674	51,808	1,059	42,903	270	886
November -	6 3/4	2 3/32	1 7/9	8/9	nil.	8	3,959	38,845	42,812	54	26,253	224	449
December -	6 3/4	2 3/32	1 7/9	8/9	nil.	–	3,951	40,126	44,077	- -	26,176	225	467
1840:													
January -	6 3/4	2 3/32	1 7/9	8/9	nil.	–	4,773	40,533	45,306	- -	28,247	222	467

DATE.	Amount of Gross Receipts for Passengers.			Average Receipt for each Passenger.			Average Fare per Mile received for each Passenger.		
	Mail.	1st Class.	2d Class.	Mail.	1st Class.	2d Class.	Mail.	1st Class.	2d Class.
1839:	£. s. d.	£. s. d.	£. s. d.	d.	s. d.	d.	d.	d.	d.
May - -	nil.								
June - -	6 15 –	126 12 –	297 13 9	1/6	1 –	5 1 1/2	2 3/32	1 7/9	7 1/2
July - -	24 10 6	355 4 –	1,431 13 –	1/6	– 11 3/4	5 2/3	2 3/32	1 7/9	1 7/9
August - -	31 16 9	299 16 –	1,572 2 3	1/6	– 11 1/2	5 5/8	2 3/32	1 7/9	1 3/8
September -	16 19 –	274 – –	1,379 14 3	1/6	– 11 1/2	5 7/8	2 3/32	1 7/9	1 3/8
October -	11 15 6	245 16 –	1,150 12 9	1/6	– 11 3/4	5 3/4	2 3/32	1 8/21	1 1/14
November -	– 12 –	196 11 –	960 6 9	1/6	– 11 3/4	5 3/4	2 3/32	1 10/13	1 3/11
December -	- -	195 12 –	1,003 3 –	- -	– 11 3/4	5 3/4	2 3/32	1 9/13	1 3/13
1840:									
January -	- -	236 12 6	1,002 10 6	- -	– 11 3/4	5 3/4	2 3/32	2 1/141	1 3/37

11 April 1840.

Wm. Swan, Clerk to the Company.

1.—MAXIMUM FARES. Twopence per passenger per mile, exclusive of the Company's carriages and locomotive power.

Newcastle-upon-Tyne and North Shields Railway.

2.—FARES levied. Mail, 1*s.* 6*d.*; first class, 1*s.*; second class, 6*d.*; children under 12 years of age, half price, for the whole distance or any portion of it. No alteration has been made in the fares. The Company's locomotives only have been used, and no distinct charge has been made for them; the above fares include locomotive power.

3.—MAXIMUM TOLLS leviable upon Carriages used in conveying Private Carriages, &c.:
For every horse, mule, ass, or other beast of draught or burden, or for every bull or cow or neat cattle, 1*s.* 6*d.* for any distance.
For every calf, sheep, lamb, or swine, 6*d.* for any distance.

4.—TOLLS levied. No carriages but those of the Company have been used.

Appendix, No. 1,

Newcastle-upon-Tyne and North Shields Railway.

5.—Maximum Rates leviable as Carriers:

For all coals, 1 ½ *d.* per ton per mile, and ½ *d.* per ton for passing either or both of the bridges at Ouse Burn and Willington Dean.

For all dung, compost, and lime, to be used as manures, and all other manures, and all materials for the repair of the public roads or highways, any sum not exceeding 2 *d.* per ton per mile.

For all limestone to be used otherwise than as manure, ironstone, iron ore, and all other mineral ores, timber, deals, building, pitching, and paving stones, and clay, any sum not exceeding 3 *d.* per ton per mile.

For all coke, culm, charcoal, flags, bricks, tiles, and slates, lead, iron, and other metals, any sum not exceeding 3 *d.* per ton per mile.

For all grain, corn, flour, hay, and all other agricultural produce, any sum not exceeding 2 ½ *d.* per ton per mile.

For all sugar, dye-woods, and groceries, cotton and other wool, hides, drugs, manufactured goods and all other wares, merchandize, matters or things, any sum not exceeding 4 *d.* per ton per mile.

6.—Rates Charged:

Coals, conveyed by the Company's waggons, any distance less than 1 ½ mile, 6 *d.* per ton.

Ditto - - - - ditto - - - ditto 1 ½ mile and upwards, 4 ½ *d.* per ton per mile.

Note.—Fractional parts less than half-a-mile will be charged half-a-mile, and more than half-a-mile as a mile.

Lead, iron, stone, flags, tiles, slates, bricks, bark, hides, pitch, tar, &c. &c., 6 *d.* per ton per mile. Should the charge not amount to 9 *d.*, 9 *d.* will be charged.

Grain of every description, 4 *s.* per last. If less than a last, 6 *d.* per quarter; or less than a quarter, 6 *d.* will be charged.

Four-wheeled carriages, 4 *s.* each.

Gigs and carts, 2 *s.* each.

Calves, pigs, and dogs, 6 *d.* each.

Sheep 3 *d.*, and lambs 2 *d.* each.

The above goods to be conveyed to and from the stations by the owner or person to whom they are addressed; if delivered by the Company, a charge will be made for cartage.

Staves, laths, cement, copperas, soda, salt, cordage, marble, and earthenware, groceries, butter, bacon, beef, herrings, potatoes, fruit, colours, rags, paper, leather, and paints, 3 *d.* per cwt.

Furs, glass, and other light goods, in cases or hogsheads, 6 *d.* per cwt.

Trusses, parcels, flax, and boxes, under 28 lbs. weight, 3 *d.* each.

Ditto - - - ditto - - - 28 lbs. and upwards, 4 *d.* each.

Ditto - - - ditto - - - 1 cwt. and upwards, 4 *d.* per cwt.

Flour, meal, &c., 7 *d.* per sack; bran, pollard, &c., 4 *d.* per sack.

Wines, spirits, and other hazardous goods, 5 *s.* per pipe.

Ditto - - ditto - - ditto - - 3 *s.* per hogshead.

Ditto - - ditto - - in hampers not exceeding 3 doz., 6 *d.* per hamper.

Ditto - - ditto - - ditto - exceeding 3 dozen, 2 *d.* per dozen.

Ditto - - ditto - - in casks, containing less than 3 gallons, 2 *d.* per cask.

Ditto - - ditto - - ditto containing 3 gallons and upwards, 1 *d.* per gall.

Ale and porter, 1 *s.* 2 *d.* per barrel.

Ditto - ditto, 7 *d.* per half-barrel.

Ditto - ditto, in hampers or boxes, not exceeding 3 dozen, 6 *d.* each.

Ditto - ditto - - ditto - - 3 dozen and upwards, 2 *d.* per dozen.

Hogsheads of sugar, 4 *s.* each.

Hats, 6 *d.* per dozen.

N.B.—To be delivered by the Company free of all extra charge, except to Tynemouth and South Shields, when the tolls and ferry will be charged.

No empty returned packages will be received at any of the stations, unless properly addressed, and the carriage paid in advance.

The Company give notice that they will not be answerable for any loss or damage to any goods in their hands as carriers, or in their warehouses, or upon their landing-places, arising from fire, the act of God, or civil commotion, or to any animals sent by their trains, although every precaution will be taken to secure their safe conveyance.

7.—Gross Amount Received:

1837: Nil. 1838: Nil. Railway opened 22 June 1839:	£.	s.	d.
From June 22 to December 31, tolls - - - - -	nil.		
— passengers - - - - -	9,570	8	7
— goods - - - - -	430	17	7

8.—Company

8.—Company have power of charging Locomotive Power; no limit is fixed to the charge: There has been none charged.

9.—Rules for regulating the Conveyance of Goods:
The only rules made are those contained in the last seven lines of Answer 6.

10.—Outgoings from the 22d June to 31st December:

	£.	s.	d.	£.	s.	d.
As Owners:						
Poor and other rates	–	–	–	61	4	6
As Carriers of Passengers:						
Locomotive power	1,199	2	4			
Passenger Duty	1,144	18	–			
Guards, police, roadmen, and stationmen	1,232	1	10			
Repairs to carriages, including oil, &c. for ditto	159	3	4			
Superintendence, clerks, printing and advertising	656	7	4			
Gas, coals, candles, and incidentals	87	3	1			
				4,478	15	11
As Carriers of Goods:						
Clerks, porters, and delivery of goods	229	10	–			
Printing and advertising	25	–	–			
				254	10	–
			£.	4,794	10	5

N.B.—The repairing and upholding of the Railway is not included in the above, the works not having yet become consolidated.

11.—Gross and Net Profit:

	£.	s.	d.
Receipts from 22 June to 31 December 1839	10,001	6	2
Expenditure as above	4,794	10	5
Balance £.	5,206	15	9

The above balance cannot, however, be considered as the net profits, as nothing is charged for upholding the Railway, as stated above.
The Railway has cost 240,000 *l.*, and is not yet completed.

W. Swan, Clerk to the Company.

Railway Office, 11 April 1840.

(33.)—NEWTYLE AND COUPAR ANGUS RAILWAY.

A RETURN showing the Number of Passengers carried; of the Miles travelled; of the Money received; of the Average Receipt per Mile from each Passenger, for each Month, from April 1839 to the end of January 1840.

DATE.	Number of Miles opened to the Public.	Fare per Mile.				Number of Passengers.					Number of Miles Travelled.			
		Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.	Total.	Mail.	1st Class.	2d Class.	3d Class.
1839:			*d.*	*d.*										
May	5 ¼	none	1·714	1·142	none	none	149	2,200	none	2,349	none	509 ¾	10,758	none
June	–	–	1·714	1·142	–	–	174	2,223	–	2,397	–	606	10,796 ¼	–
July	–	–	1·714	1·142	–	–	222	3,127	–	3,349	–	878	15,270	–
August	–	–	1·714	1·142	–	–	225	3,981	–	4,206	–	833 ¾	19,030 ¼	–
September	–	–	1·714	1·142	–	–	149	2,341	–	2,490	–	577 ¼	11,396 ½	–
October	–	–	1·714	1·142	–	–	96	1,740	–	1,836	–	336 ½	8,563	–
November	–	–	1·714	1·142	–	–	163	1,684	–	1,847	–	770 ¾	8,176	–
December	5 ¼	–	1·714	1·142	–	–	135	1,492	–	1,627	–	639	7,130	–
1840:														
January	–	none	1·714	1·142	none	none	141	1,582	none	1,723	none	734	7,584	none

(33.)—Newtyle and Coupar Angus Railway—*continued.*

DATE.	Amount of Gross Receipts for Passengers.				Average Receipt for each Passenger.				Average Fare per Mile received for each Passenger.			
	Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.
1839:		£. s. d.	£. s. d.			d.	d.			d.	d.	
May - -	none	3 10 9	51 8 –	none	none	5·697	5·607	none	none	1·665	1·146	none
June - -	–	4 4 5	51 12 –	–	–	5·821	5·570	–	–	1·671	1·147	–
July - -	–	6 7 3	72 19 3	–	–	6·878	5·599	–	–	1·739	1·146	–
August - -	–	5 16 7	91 – 6	–	–	6·217	5·487	–	–	1·677	1·147	–
September -	–	4 1 1	54 9 3	–	–	6·530	5·583	–	–	1·685	1·146	–
October - -	–	2 10 –	40 18 –	–	–	6·250	5·641	–	–	1·783	1·146	–
November -	–	5 13 11	38 10 2	–	–	8·386	5·488	–	–	1·773	1·130	–
December -	–	4 19 6	34 15 –	–	–	8·844	5·589	–	–	1·868	1·169	–
1840:												
January - -	none	5 14 7	36 14 8	none	none	9·751	5·572	none	none	1·873	1·162	none

Note.—There are a number of coach seats contracted for by the year, at about 25 per cent. below the usual fares, and those seats are included in the 2d Class in the above Statement.

The Newtyle and Coupar Angus Railway was let to tacksmen, who entered to possession at Martinmas last, and from whom the materials for making the above statement from that period up to 31 December 1839, were obtained.

For the Newtyle and Coupar Angus Railway,

(signed) *Jos. Lightfoot.*

For the Dundee and Newtyle Railway Company, the Tacksmen referred to above,

(signed) *Rich. Baird,* Manager.

Appendix, No. 1.

Newtyle and Coupar Angus Railway.

1.—A RETURN showing the Maximum Fares leviable on each Class of Passengers under the authority of any Act of Parliament empowering the Company to levy the same, stating whether such Fares include the Use of the Company's Carriages and Locomotive Power.

By the 67th section of the Act of Parliament it is enacted, "That it shall and may be lawful to the said Company to provide and establish any carriage or carriages fit for the carrying and accommodation of passengers upon the said Railway, and to demand and receive such rate for the carriage of passengers therein, not exceeding 3*d.* per mile for each passenger carried in such carriage, as the said Company shall think fit, and it shall and may be lawful to the said Company to lease to any person or persons the right of establishing and running such carriage or carriages, and to grant licences to persons willing to establish and run the same, such carriage or carriages being properly constructed for travelling on the Railway at such annual sum or rent as may be mutually agreed on by the said Company and such person or persons."

The Company have no authority under the Act of Parliament to make any extra charge for the use of their carriages or locomotive power. By the 68th section it is enacted, "That it shall and may be lawful to and for the said Company, or any person or persons authorized or permitted by them, from and after the passing of this Act, to make and erect such and so many locomotive or moveable engines as the said Company shall from time to time think expedient, and to use and employ the same in and upon the said Railway for the purpose of facilitating the transport, conveyance, and carriage of goods, merchandize, and other articles and things upon and along the same, and for the conveyance of passengers upon and along the same."

2.—A RETURN showing the Fares which have been from time to time levied on each Class of Passengers, and the effect which any Alteration thereon has had upon the Number of Passengers carried, or the Total Amount of Fares received; and also distinguishing the Charges made for Locomotive Power employed in conveying the same from the Tolls paid in respect thereof.

The Company at the opening of the Railway in February 1837, resolved that the fares to be charged for each passenger (and on which no alteration has taken place) should be as follows:

First-class passengers, whole distance (5¼ miles), 9*d.*
Second-class - - ditto - - ditto - - - 6*d.*
Intermediate distances in proportion.

The Company have no authority under the Act for charging locomotive power.

3.—A RETURN showing the Maximum Rate of Tolls leviable upon all Carriages used in conveying Private Carriages, Goods, Horses, or Live Stock along the said Railway.

By the 63d section of the Act of Parliament.—"And in consideration of the great charge and expense which the said Company must incur and sustain in making and maintaining the said Railway and other works hereby authorized to be made and maintained, and conveying goods and other commodities thereon, and loading and unloading the same into or from the waggons, carts, or other carriages; be it enacted, that it shall and may be lawful for the said Company, from time to time, and at all times hereafter, to ask, demand, take, recover and receive, to and for the use and benefit of the said Company, for all goods, wares, and merchandize, and other things which shall be by them carried and conveyed upon the said Railway, or upon any part thereof, and loaded and unloaded into or from the waggons, carts, or other carriages, the rates, tolls, and duties hereinafter mentioned; (that is to say,) such sum as the said Company shall from time to time direct and appoint, not exceeding what is set forth in Schedule (A.) annexed to this Act; and in all cases where there shall be a fraction of a quarter of a mile in the distance which any goods, wares, and merchandize, and other things shall be conveyed upon the said Railway, such fraction shall be deemed and considered as a whole quarter of a mile, and such goods, wares, and merchandize, and other things conveyed such fraction of a quarter of a mile, shall be charged with tonnage duty for one whole quarter of a mile; and in all cases where there shall be a fraction of a quarter of a ton, the proportionate rate for a whole quarter of a ton shall be demanded and taken for such fraction; and in order to ascertain and calculate with greater precision and facility the distance for which tonnage shall be demanded and taken upon the said Railway, the said Company shall cause the said Railway to be measured from end to end, and stones or other conspicuous marks, with proper inscriptions, to be set up and for ever maintained on the sides of the same, at the distance of one quarter of a mile from each other."

Schedule (A.)

Referred to in the foregoing Section.

"Schedule of Rates, Tolls, and Duties which may be demanded and recovered for all Goods, Wares, and Merchandizes, and other things which shall be carried or conveyed upon the Railway, or any part thereof.

"For all stones, coal, lime, slates, bricks, tiles, bones, bone manure or other manure, and for all grain, malt, flour, meal, potatoes, grass, hay, and other agricultural produce, and for all timber, iron, lead, copper, and other metals, and for all other heavy commodities not specially mentioned in this Schedule, at the rate of 6*d.* for each ton for each mile, and so proportionally for a distance greater or less than a mile; but if any parcel of such stones or other things before enumerated shall be of less weight than half a ton, the charge may either be according to the rates before specified, or at the rate of 3*d.* for each barrel bulk of five cubic feet for each mile, each fraction of five cubic feet being reckoned as five cubic feet complete.

"For all flax, hemp, tow, yarn, and wool, and for all linen, cotton, and woollen cloth, and for all ale, porter, spirits, wines, oil, butter, cheese, paper in packages, sugar, soap, tea, and other grocery goods, and for all barrels or crates of glass, or china, or earthenware, and for all other such articles of merchandize not specially mentioned in this Schedule, and for all household furniture, for all musical instruments, and for all other light and bulky commodities not specially mentioned in this Schedule, at the rate of 1*s.* for each ton for each mile, and so proportionally for a distance greater or less than a mile; but if any parcel of such flax or other things before enumerated shall be of less weight than half a ton, the charge may either be according to the rates before specified, or at a rate of 6*d.* for each barrel bulk of five cubic feet for each mile, each fraction of five cubic feet being reckoned as five cubic feet complete.

Appendix, No. 1.

Newtyle and Coupar Angus Railway.

"For each head of oxen, cows, or other neat cattle, 6*d.* for each mile, and so proportionally for a distance greater or less than a mile.

"For each sheep, lamb, calf, or pig, 3*d.* for each mile, and so proportionally for a distance greater or less than a mile.

"For all silks, muslins, gold and silver plate, glass, china, earthenware, jewellery, watches, pictures, musical instruments, and other articles requiring from their value or quality special attention and care, ten per centum on the value thereof over and above the rates already specified.

"For all goods loaded by the Company's servants, or unloaded by them from or into the waggons, carts, or other carriages, 6*d.* per ton for the labourage over and above the rates before specified, or if the quantity loaded or unloaded be less than half a ton in weight, then 2*d.* for each barrel bulk of five cubic feet."

4.—A RETURN showing the RATE of TOLLS which have been from time to time levied on any Carriage used in Conveying Passengers, Private Carriages, Goods, Horses, or Live Stock along the said Railway, whether such Goods, Private Carriages, Horses, and Live Stock were conveyed on account of the Company, or on account of Private Carriers.

The Company, at the opening of the Railway in February 1837, resolved that the following rates should be chargeable on all goods:—

TABLE of RATES upon *Newtyle* and *Coupar Angus* Railway.

		Per Ton per Mile.	Per Ton whole way.	Per Ton loading.	Per Ton unloading
		d.	*s.* *d.*	*d.*	*d.*
1	Grain, flour, meal, malt, potatoes, turnips, bones, bone dust, coals, cinders, lime, flax, hemp, tow, yarn, webs.	3 ¼	1 6	2	2
2	Grass, hay, timber, iron, lead, copper, brass	4	1 10	4	2
3	Slates, bricks, tiles, pavement, hewn work, stones above one ton.	2 ½	1 2	2	2
4	All stones fit for hewing - - - - -	2 ¼	1 –	0	2
5	Rubble stones, manure - - - - -	1 ½	– 9	0	2
6	Liquors, groceries, furniture, glass, earthenware.	5	2 4	3	3

All goods not specially named to be charged under the head which the manager shall direct.

All goods under half a ton to be charged as parcels.

Goods carried less than one mile to be charged one mile.

Stones of every sort and manure must be loaded by parties sending them.

Any person putting more than three tons of stones upon a waggon, must pay 5*s.* beyond the rate of the road.

And on and after the 19th of March 1838, they resolved the following rates should be charged on all goods:—

TABLE of RATES upon *Newtyle* and *Coupar Angus* Railway, on and after 19th March 1838.

		Per Ton per Mile.	Per Ton whole way.	Per Ton Loading.	Per Ton Unloading.
		d.	*s.* *d.*	*d.*	*d.*
1	Grain, potatoes in sacks, turnips, coals, lime, railway sleepers, and pit props.	2 ½	1 2	2	2
2	Flax, hemp, tow, yarn, webs, flour, meal, malt, bone-dust, potatoes in bulk.	3	1 4	2	2
3	Grass, hay, cinders, timber, iron, lead, copper, brass, bones.	4	1 10	4	2
4	Slates, bricks, tiles, pavement, hewn work, stones above one ton.	2 ½	1 2	2	2
5	All stones fit for hewing - - -	2 ¼	1 –	2	2
6	Rubble stones and manure - - -	1 ½	– 9	0	2
7	Liquors, groceries, furniture, glass, earthenware.	5	2 4	3	3

All

All goods not specially named to be charged under the head which the manager shall direct.

All goods under half a ton to be charged as parcels.

Goods carried less than one mile to be charged one mile.

Stones of every sort and manure must be loaded by the parties sending them.

Any person putting more than three tons of stones upon a waggon, must pay 5*s.* for every waggon beyond the rate of the road.

5.—A RETURN showing the Maximum Rates leviable by the Company, as Carriers, for the Carriage of Goods, Horses, or Live Stock along the said Railway.

Vide No. 3.

6.—A RETURN showing the Rates which have been from time to time charged by the said Company as Carriers for the conveyance of Private Carriages, Goods, Horses, or of Live Stock by the Company.

Vide No. 4.

7.—A RETURN showing the Gross Amount received for each of the Years 1837, 1838, 1839, under the several Heads of

——	Tolls.	Conveyance of Passengers.	Conveyance of Goods.
		£. *s.* *d.*	£. *s.* *d.*
1837 - - - -	None - - -	406 15 3	531 11 4
1838 - - - -	None - - -	558 11 2	577 18 –
1839 - - - -	None - - -	621 2 9	448 18 9

8.—A RETURN showing the Powers which the Company have of charging Locomotive Power, and in what manner they have charged the same.

No authority under the Act. *Vide* Section 68, already quoted.

9.—A RETURN of all Rules made to regulate the Conveyance of Goods, whether the same relate to Goods carried by the Company, or by Private Carriers.

None.

10.—A RETURN showing the Outgoings of each Railway, distinguishing the Outgoings incurred by such Railway as Owners thereof, and distinguishing those Outgoings which they have incurred as the Carriers of Passengers from those which they have incurred as the Carriers of Goods, and setting forth the several Branches of each of the aforesaid sources of Expenditure.

And,

11.—A RETURN showing the Gross and Net Profits of the Company for the Years 1837, 1838, and 1839.

Appendix, No. 1.

Newtyle and Coupar Angus Railway.

STATEMENT of REVENUE and EXPENDITURE on the *Newtyle* and *Coupar Angus Railway*, from 23 February 1837 to 31 December 1839.

REVENUE.

PERIOD.	Coach Fares.	Carriage of Goods.	Parcels, Rents, &c.	Total.
	£. s. d.	£. s. d.	£. s. d.	£. s. d.
From 23 February to 30 June 1837 -	95 9 9	137 1 4	4 19 10	237 10 11
From 1 July 1837 to 30 June 1838 -	520 19 2	662 2 1	104 9 9	1,287 11 –
From 1 July 1838 to 30 June 1839 -	609 15 8	519 3 6	154 5 8	1,283 4 10
From 30 June to 31 December 1839 -	360 4 7	240 1 2	65 2 4	665 8 1
£.	1,586 9 2	1,558 8 1	328 17 7	3,473 14 10

EXPENDITURE.

PERIOD.	Conveyance of Passengers by Horses.	Conveyance of Goods by Horses.	Expenses of Management, &c.	Total.	Surplus Revenue.
	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.
From 23 February to 30 June 1837.	44 16 6	38 14 2	132 3 10	215 14 6	21 16 5
From 1 July 1837 to 30 June 1838.	215 10 –	171 15 –	253 11 7	640 16 7	646 14 5
From 1 July 1838 to 30 June 1839.	259 10 1	211 13 7	299 3 3	770 6 11	512 17 11
From 30 June to 31 December 1839.	157 16 11	77 8 2	187 1 8	422 6 9	243 1 4
£.	677 13 6	499 10 11	872 – 4	2,049 4 9	1,424 10 1

The Company have derived no profits; the surplus revenue having been applied towards extinguishing the debt.

The Newtyle and Coupar Angus Railway was let to tacksmen, who entered to possession Martinmas last, and from whom the materials for making the above statement from that period up to 31st December 1839 were obtained.

For the Newtyle and Coupar Angus Railway,

(signed) *Jos. Lightfoot.*

For the Dundee and Newtyle Railway Company, the Tacksmen referred to above,

(signed) *Rich. Baird*, Manager.

(34.)—NORTH UNION RAILWAY COMPANY.

A RETURN showing the Number of Passengers carried; of the Miles travelled; of the Money received; of the Average Receipt per Mile from each Passenger, for each Month, from April 1839 to the end of January 1840.

DATE.	Number of Miles opened to the Public.	Fare per Mile.				Number of Passengers.					Number of Miles Travelled.			
		Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.	Total.	Mail.	1st Class.	2d Class.	3d Class.
1839:	22 miles North Union Line, but 37 miles is the length between Preston and Liverpool, and Manchester.													
May		-	2·43	1·62	-	-	6,696	8,348	-	15,044	-	121,439	115,689	-
June		-	*N. B.*—The		-	-	8,255	8,251	-	16,506	-	149,710	109,867	-
July		-	above is the		-	-	10,506	9,244	-	19,750	-	190,507	142,393	-
August		-	fare per mile		-	-	12,065	10,001	-	22,066	-	218,811	159,480	-
September		-	between Pres-		-	None.	9,945	7,781	None.	17,726	None.	178,721	118,397	None.
October		-	ton and Liver-		-		8,937	7,766		16,703		147,147	120,545	
November		-	pool or Man-		-		7,649	6,486		14,135		138,722	87,798	
December		-	chester.		-		7,656	5,896		13,552		137,359	80,537	
1840:														
January		-	-	-	-	-	8,864	6,266	-	15,130	-	160,757	86,512	-

DATE.	Amount of Gross Receipts for Passengers.				Average Receipt for each Passenger.				Average Fare per Mile received for each Passenger.			
	Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.
1839:		£. s. d.	£. s. d.			s. d.	s. d.			d.	d.	
May	-	1,415 14 1	1,028 15 3	-	-	4 $2\frac{9}{16}$	2 $5\frac{7}{16}$	-	-	$2\frac{13}{16}$	$2\frac{9}{16}$	-
June	-	1,551 16 6	939 8 1	-	-	3 $9\frac{9}{16}$	2 $3\frac{5}{16}$	-	-	$2\frac{7}{16}$	2	-
July	-	2,351 16 11	1,145 15 2	-	-	4 $5\frac{11}{16}$	2 $5\frac{13}{16}$	-	-	$2\frac{15}{16}$	$1\frac{14}{16}$	-
August	-	2,723 8 –	1,171 4 7	-	-	4 $6\frac{1}{16}$	2 $4\frac{1}{16}$	-	-	3	$1\frac{12}{16}$	-
September	-	2,216 17 4	919 10 1	None.	-	4 $5\frac{8}{16}$	2 $4\frac{6}{16}$	None.	-	$2\frac{15}{16}$	$1\frac{13}{16}$	None.
October	-	1,962 1 8	855 3 11		None.	4 $4\frac{10}{16}$	2 $2\frac{5}{16}$		None.	$3\frac{3}{16}$	$1\frac{11}{16}$	
November	-	1,582 13 1	740 1 11			4 $1\frac{10}{16}$	2 $3\frac{6}{16}$			$2\frac{11}{16}$	2	
December	-	1,545 18 4	646 11 2	-	-	4 $-\frac{10}{16}$	2 $2\frac{5}{16}$	-	-	$2\frac{9}{16}$	$1\frac{12}{16}$	-
1840:												
January	-	2,001 – 11	706 17 7	-	-	4 $5\frac{12}{16}$	2 $3\frac{1}{16}$	-	-	$2\frac{6}{16}$	$1\frac{15}{16}$	-

Preston, 4 April 1840. *James Chapman*, Sec.

1.—A RETURN showing the MAXIMUM FARES leviable on each Class of Passengers, under the authority of any Act of Parliament empowering the Company to levy the same; stating whether such Fares include the use of the Company's Carriages and Locomotive Power.

North Union Railway.

It is provided by sec. 164, 4 Will. 4, c. 25, p. 591, that neither the Company nor any other person using the Railway as carriers, shall ask, demand, or be entitled to take (both for tolls and carriage) any greater sums than the following; (that is to say),

For every person conveyed in or upon any entirely open and uncovered carriage, for any distance not exceeding seven miles, a sum not exceeding 1 *s.* 6 *d.*; and for every mile which he shall travel beyond seven miles, a sum not exceeding $2\frac{1}{2}$ *d.* per mile.

For every person carried in or upon any four inside mail carriage, for any distance not exceeding seven miles, a sum not exceeding 2 *s.* 6 *d.*; and for every mile beyond the first seven miles, a sum not exceeding $3\frac{1}{2}$ *d.* per mile.

Appendix, No. 1.

North Union Railway.

For every person carried in or upon any other covered carriage, for any distance not exceeding seven miles, a sum not exceeding 2*s.*; and for every mile beyond the first seven miles, a sum not exceeding 3*d.* per mile.

The above fares include the use of the carriages.

2.—A RETURN showing the FARES which have been from time to time levied on each Class of Passengers, and the Effect which any Alteration thereon has had upon the Number of Passengers carried, or the Total Amount of Fares received; and also distinguishing the Charges made for Locomotive Power employed in conveying the same from the Tolls paid in respect thereof.

The fares on this line have not been altered since the line opened.

The Company provide the carriages and the locomotive power, being themselves the carriers, and no toll has been received.

The fares which have been charged on each class are as follows:

	1st Class.		2d Class.	
	s.	*d.*	*s.*	*d.*
Between Preston				
And Liverpool and Manchester	7	6	5	–
And Parkside	5	6	4	–
And Wigan	4	–	3	–
Between Wigan				
And Liverpool and Manchester	5	–	3	6

The Company being owners of the line and of the locomotive power, and carriers, no distinct charges are made in respect of either locomotive power or toll; in fact the above charges are the whole in respect to passengers.

3.—A RETURN showing the MAXIMUM RATE of TOLLS leviable upon all Carriages used in conveying Private Carriages, Goods, Horses, or Live Stock along the said Railway.

By sec. 162, 4 Will. 4, cap. 25, p. 590 and 591, the maximum tolls are enacted as follows:

For every person conveyed, the sum of 2*d.* per mile.

For every horse, mule, or ass, or other beast of draught or burden, and for every cow, bull, or neat cattle conveyed, the sum of 4*d.* per mile.

For every sheep, lamb, calf, pig, or other small animal conveyed, the sum of 1½*d.* per mile.

For every carriage of whatever description, not being a carriage adapted and used for travelling on a railway, and not weighing more than one ton, carried or conveyed on a truck or platform, the sum of 4*d.* per mile.

For all limestone, coal slack, one penny per ton per mile.

For all coal, lime, dung, compost, manure, and materials for repair of public roads and highways, 1½ *d.* per ton per mile.

For coke, culm, charcoal, cinders, stone, sand, clay, building, pitching, and paving stones, flags, bricks, tiles, and slates, 2*d.* per ton per mile.

For sugar, corn, grain, flour, dye-woods, staves, deals, lead, iron, and other metals, 2½*d.* per ton per mile.

For cotton and other wool, hides, drugs, manufactured goods, and all other wares, merchandise, matters or things, 3*d.* per ton per mile.

Besides which, a schedule of pontages, sec. 168, p. 592.

4.—A RETURN showing the RATE of TOLLS which have been from time to time levied on any Carriage used in conveying Passengers, Private Carriages, Goods, Horses, or Live Stock, along the said Railway, whether such Goods, Private Carriages, Horses and Live Stock were conveyed on account of the Company, or on account of Private Carriers.

The Company have not levied any tolls as yet on passengers, private carriages, horses, or live stock, having been the carriers themselves of such.

On goods the toll which has been levied has been 1½*d.* to 1¾*d.* per ton per mile, these being conveyed on account of private carriers.

5.—A RETURN showing the MAXIMUM RATES leviable by the Company, as Carriers, for the Carriage of Goods, Horses, or Live Stock along the said Railway.

By sec. 163, 4th Will. 4, cap. 25, p. 591, the Company are empowered and authorized to make such reasonable charge for carriage of passengers, cattle, goods, wares, and merchandise, articles, matters and things, as they may from time to time determine upon, in addition to the several tolls authorized, subject however to the limitation in respect to passengers contained in section 164, p. 591.

6.—A RETURN showing the RATES which have been from time to time charged by the said Company, as Carriers, for the Conveyance of Private Carriages, Goods, Horses, or of Live Stock by the Company.

The Company have charged, as carriers, (including all tolls and expenses whatsoever), the following rates:

	£.	s.	d.
On private carriages:			
Between Preston and Parkside	1	5	–
— Wigan and Parkside	–	12	–
— Wigan and Preston	–	15	–
On Horses:			
Between Preston and Parkside, 1 horse	–	12	6
Belonging to the same owner in the same box. 2	1	4	–
Belonging to the same owner in the same box. 3	1	8	–
— Wigan and Parkside 1 horse	–	8	–
— — — — 2	–	15	–
— — — — 3	–	18	–

No live stock has passed, except a few prize cattle, for which about the same rates as on horses have been charged, as they went in horse boxes.

No goods have been carried by the Company; the private carriers charge for goods, including the toll paid to the Company, as per Return No. 4.

Between Preston
And Liverpool is 12*s.* 6*d.* per ton delivered.
And Manchester is 15*s.* - - ditto.

7.—A RETURN showing the GROSS AMOUNT received for each of the Years 1837, 1838, and 1839, under the several Heads:—1st, Of Tolls; 2d, For the Conveyance of Passengers; 3d, For the Conveyance of Goods.

The Railway was not opened until the 31st October 1838.

The gross amount received from 31st October 1838, to the 31st December 1839, under the above heads.

	£.	s.	d.
1st. Tolls on goods and coal	3,335	6	–
2d. For conveyance of passengers, parcels, mails, &c.	63,466	18	1
3d. For the conveyance of goods, the Company do not carry goods	Nil.		
Gross amount received	66,802	4	1

8.—A RETURN showing the POWERS which the Company have of charging Locomotive Power, and in what manner they have charged the same.

By sec. 166, 4th Will. 4, cap. 25, p. 592, the Company are empowered to provide and charge for locomotive power such sums of money as they shall think proper.

In no case as yet, however, has any charge been made by the Company; a private carrier has charged for drawing coal 1*d.* per ton per mile.

9.—A RETURN of all RULES made to regulate the Conveyance of Goods, whether the same relate to Goods carried by the Company, or by Private Carriers.

No particular rules have been made for the conveyance of goods; the Directors, however, enclose a copy of the bye-laws and a copy of the rules and regulations to be observed by their own servants, for the use of the Committee.

Appendix, No. 1.

North Union Railway.

RULES and REGULATIONS to be observed by the North Union Railway Company, and by the Owners and Persons having the Care or Management and Conduct of Engines, Waggons, or Carriages, passing along or being upon the same, and by all parties using or working the said Railway; the Breach of any such Rules and Regulations will subject the Offender to a Penalty of 5 *l.*, unless otherwise specified, besides such Responsibility as may attach at Common Law.

1. No moving power shall be used, or be upon the main lines of Railway, between Parkside and Preston, except locomotive steam-engines.

2. No locomotive engine shall be used on the Railway, until approved of by the Company's engineer or other agent, except those which shall belong to, or be provided by any other Railway Company whose road shall communicate with the Railway, and which engines shall usually travel and be on the road of such other Company; but every person intending to use his own locomotive engine shall give notice, in writing, to the secretary of the Company of such intention, stating some convenient place where such engine may be inspected, whereupon the Company shall cause their engineer or other agent, within 14 days from the receipt of such notice, to inspect and examine, and report thereon, and within seven days after such report a certificate shall be given, if required, stating whether such engine is or is not fit to be used on the Railway; nevertheless, if such party should be dissatisfied with the decision of the said engineer or other agent, he or they shall be at liberty to refer the sufficiency of such locomotive engine to arbitration, under the 191st section of the Act.

3. No carriage for the conveyance of goods, coal, passengers, or cattle, shall be permitted to pass along, or be upon the said Railway, unless such carriage shall be approved of by the engineer or other agent of the Company authorized for that purpose; and every owner of every carriage or waggon intended to be used for the conveyance of coal or coke, or other articles usually weighed in the gross, shall cause (and is hereby required so to do) his or her name, place of abode, number, weight, and gauge of their respective carriages, to be painted and continued in large white capital letters and figures on a black ground, and shall enter the same with the secretary of the Company, or other officer appointed for that purpose; and every person who shall alter, erase, deface, or hide such name, &c. or shall refuse to permit any carriage to be weighed, measured, or gauged, whenever the Company's Officers shall, at the expense of the Company, require to do so, shall forfeit and pay any sum not exceeding 40 *s.* for every such offence.

4. Every engine, waggon, and carriage, being or working upon the Railway; and every engineman, fireman, breaksman, waggoner, and every other person belonging to, or attending the same, shall be under the direction and control of the Company and their officers and servants, as to the times of starting, the speed of travelling, and in all other respects, so far as may be necessary to secure despatch and good order, and the safety of the public.

5. All carriages and trains composed of carriages or waggons laden with goods or coals, shall get out of the way of any passenger or mail train when required so to do, and shall immediately go and pass into such siding as shall be pointed out and directed by the person or persons in charge of, or conducting such passenger or mail train.

6. The loading of any waggon or carriage shall not, in any case, overhang the rails on which such waggon or carriage is, more than 18 inches on each side.

7. Every train of waggons not exceeding five in number, shall be attended by one breaksman, and if the train shall consist of more than five, an additional breaksman shall be appointed for every five waggons, and one for every fractional part beyond five complete.

8. No locomotive engine shall be allowed to propel any waggon or carriage upon or along the Railway, but shall in all cases draw the same after it.

9. No waggon laden with coal, stone, gravel, goods, or general merchandize, shall be allowed to pass along the Railway on the Sabbath-day.

10. No person except the engineman and fireman shall be allowed to ride on any locomotive engine or tender upon or along the Railway, without the special license of the directors, in writing; and any engineman so permitting any person to ride, shall be fined 5 *s.* for every offence. And no person other than the breaksman shall be allowed to pass free on any goods, coal, or cattle waggon.

11. No person shall travel or pass on foot along, or upon the Railway, or any bridge thereof, over which the Railway is laid; and any person using the Railway, or any such bridge thereof, as a foot-path, shall forfeit and pay any sum not exceeding 40 *s.* for every such offence; and all gate-keepers, guards, plate-layers, and others, servants of the Company, are strictly enjoined and ordered to prevent and stop all persons whatsoever from so offending.

12. No person shall ride, lead, or drive upon or along the Railway, any horse, mule, or ass, or any cow, or other neat cattle, sheep, swine, or other beast or animal; and every person so offending shall forfeit and pay any sum not exceeding 10 *l.* for every such offence.

13. No engine, waggon, or carriage, shall at any time be left upon the main lines of the Railway when not working.

14. No person whatsoever shall be allowed to smoke tobacco in any first-class carriage, or in, at, or upon any of the stations, waiting-rooms, booking offices, wharfs, or warehouses of the Company.

15. Every

15. Every engine, tender, waggon, or other carriage, which shall, in the opinion of the Company's engineer or other officer appointed to inspect the same, become or be unsafe and unfit to be used on the Railway, shall immediately be removed from off the Railway, upon orders to that effect being given by the engineer or other officer as aforesaid, either to the owner or the person having charge of the same.

16. No locomotive engine, or train of carriages or waggons, shall, under any pretence whatever, be allowed to pass along the wrong line of road; that is, along the eastern line of Railway in going towards Preston, or in a northerly direction, or along the western line of Railway in going towards Parkside, or in a southerly direction.

17. No waggon or other carriage shall, without consent, be loaded or unloaded while remaining on any part of the main lines of way, except carriages for the conveyance of passengers, stopping to take up or set down passengers at any of the places appointed for that purpose; and all carriages and waggons, while at any of the Company's stations, shall be under the control of the Company's officers.

18. No persons shall be permitted to sell, or offer for sale, any liquors, beer, or other article, upon the line of Railway, or at any of the stations; and all guards, policemen, porters, and others, servants of the Company, are strictly enjoined to remove every person offending against this bye-law, and immediately to give such information as will lead to the infliction of the penalty for so doing.

19. Any passenger, in a state of intoxication, committing any nuisance, or interfering with the comfort of other passengers, or not attending to the directions of the guard, in cases where the personal safety of himself or any of the passengers is concerned, shall immediately, or so soon as the same can conveniently be done, be removed from the Company's premises, without being entitled to have any part of the fare returned.

20. Any servant of the Company accepting any fee, gratuity, or reward, or asking or demanding such from any passenger or other person, for services rendered, or for any purpose whatsoever connected with the Railway, shall be instantly dismissed.

21. The drivers or conductors of all public coaches, omnibuses, or other carriages, that may be admitted in the Company's premises, shall obey every direction or order that may be given them by any of the Company's agents or servants, while on the said premises; and every driver or other person refusing to obey such directions or orders shall forfeit and pay the sum of 10 *s.* for every such refusal.

Given under the common seal of the North Union Railway, this 5th day of October 1838.

Additional Rules and Regulations to be observed by the North Union Railway Company, and by the Owners or Persons having the Care or Management and Conduct of Engines, Waggons, or Carriages passing along or being upon the same, and by all Parties using or working the said Railway.

(The breach of any such rules and regulations will subject the offender to a penalty of 5 *l.*, unless otherwise specified, besides such responsibility as may attach at common law.)

22. Every private Railway joining to or connected with the main lines of the North Union Railway, by means of switches or moveable points, shall be furnished with an indicator (exhibiting a gilt arrow by day, and a lamp by night), to show the position of the same, such indicator to be kept locked down at all times when not in use; and such Railway or siding shall also be furnished with a stop-bar across the same, to be locked down when waggons or other carriages shall have passed in, such indicators and stop-bars to be made, set up, and placed under the directions of the Company's engineers, but at the expense of the owner or owners of such private Railways.

23. Every owner of any private Railway or siding connected with or joined to the said Railway, who shall leave the switches wrong, or shall neglect the precaution of locking the indicator, so as to prevent the same from being placed wrong, or shall leave the stop-bar unlocked, shall be fined 5 *l.* for every such offence; and in the event of any loss, damage, or accident taking place in consequence of such neglect, will be held responsible for the amount of the loss or damage so occasioned.

Given under the common seal of the North Union Railway Company, the 9th day of January 1840.

L. S.

RULES and Regulations to be observed by Engine-men, Firemen, Guards, Porters, Policemen, and all others.

1. No locomotive engine shall be allowed to pass along the wrong line of road, that is, along the western line of railway in going towards Parkside; or along the eastern line of railway in going towards Preston. And every engine-man and fireman, unless otherwise

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North Union Railway.

engaged with his duty, shall stand up and keep a good look out all the time the engine is in motion; and no person, save the engine-man and fireman, shall be permitted to ride on any locomotive engine or tender, without the special licence of one of the Board of Directors or the secretary.

2. No engine-man shall, at any time or under any circumstances, leave his engine or train, or any part of his train, without placing a competent man in charge of the same, to prevent accidents by other engines running against them.

3. In the event of the road being obscured by a cloud of steam, owing to a burst tube, or from any other cause, any engine coming up shall not pass through the steam, but shall stop and ascertain that the way is clear before attempting to proceed, and shall render any assistance that the nature of the case requires and circumstances may justify. And if any engine-man shall perceive a coach-train stopping, from accident or other cause in any part of the road, he shall immediately slacken his speed, so that he may pass such coach-train slowly, or stop altogether before reaching it, if requisite.

4. Every engine-man shall have with him at all times in his tender, the following tools, viz: a complete set of screw keys, one large and one small monkey wrench, three cold chisels, and a hand hammer, one crowbar, one long chain, and two short couplain chains with hooks, two spare ball clacks, some flax, gaskin, and string for packing, oil cans, large and small plugs for tubes; and every engine-man will be held strictly responsible for the loss of the above tools.

5. In case of getting off the rails, or any accident whatsoever occurring, the engine-man is to report the same, with all particulars, to the superintendent of the locomotive power department at the shop, and if the same be not immediately done, both engine-man and fireman shall be fined at the discretion of the Directors.

6. Every engine-man will be liable to a fine who may stop his train, or any part of it, on the highways or public roads where they cross on the level.

7. The coach draw chains having been frequently broken by violent and sudden starting, the engine-men are hereby cautioned to use more care in this respect.

8. Engine-men, firemen, and others are cautioned not to jerk or turn the engines too suddenly when on the turn-tables.

9. Should anything be left on the way that ought to have been brought on by the engine, the engine-man arriving shall give notice of the same, immediately, to the superintendent of the station he may so arrive at.

10. Engine-men with goods trains, or ballast, or empty waggons, are not to pass any station while a coach train is stopping there to take up or set down passengers.

11. Whenever goods may be taken by the Company's engine, the engine-man will see that they are completely sheeted, if of a nature to take fire by a spark or hot cinder from an engine.

12. The goods engine and train, when likely to be overtaken by a coach train, is to shunt in good time, and wait in the siding till the coach train shall have passed; and engine-men, with goods trains, must take especial care in approaching stations where coach trains generally stop, that, in the event of a coach train being there, they do not run into it, for which purpose the speed should be slackened near such stopping places, especially in thick or foggy weather.

13. All engine-men are particularly required to keep a good look out on approaching any of the sidings, crossings, or stations, where either passengers, goods, or coals are received, in order that they may be in readiness to stop in time in the event of anything being in the way, and making it necessary to do so.

14. All engine-men are required to attend to the signals which may be made by platelayers, or others working on the road, as it may necessary that engines should stop or go slowly over rails newly laid.

15. No engine is to approach another engine (travelling in the same direction) nearer than 500 yards, unless summoned for assistance, or in cases of accident. Engines with light loads are not to travel at unnecessary speed, and engine-men persisting in such practice will be fined, and the bank engine or engines with empty carriages should not exceed a speed of 15 miles an hour, without some necessity.

16. The bank engine, in returning down the inclines, must always use the left hand line; and all engine-men in charge of goods trains, who may have to divide their load at the foot of the incline, are required to keep out of the way of any coach train which may be expected, by putting the half of the train into the shunts, and never leaving either part on the main line.

17. The directors will visit any engine-man with their severest displeasure who shall run down the inclines at a greater speed than 30 miles an hour.

18. The goods trains taken by the carrier's engines being frequently very long, engine-men in charge of them are required to see that they have full control over the speed of such trains, by pinning down a sufficient number of the waggon breaks, as, in case of accident, for want of this proper control, the owner and engine-man of such carrier's engine, to whom any accident may occur, will be held responsible.

19. In case of the bank engine being required to help up both the Boar's Head and Coppul Inclines, it is on no account to propel the load on the comparatively level ground between, but is to be kept a quarter of a mile off, until near the foot of Coppul Incline.

20. In thick or foggy weather the steam whistle is to be used every half mile and oftener, should the engine-man think it necessary to slacken speed, which he should generally do. Should any accident occur, by which a stop takes place, the fireman or some trusty person

is

is to be sent 400 yards back, and if in the dark, with a lantern, to stop any engine that may be coming in the same direction. And both engine-men, firemen, and guards will be held strictly responsible for this instruction being obeyed.

21. Engine-men in charge of goods trains, if doubtful of getting out of the way of the following coach train, should direct the gatekeepers to make signals to such coach train that goods are before them, and if requisite, the gatekeeper is hereby authorized to stop the coach train.

22. Engine-men in charge of goods trains are cautioned to inspect their waggons from time to time, to see that none of the loading has slipped; this precaution is especially necessary with cotton: and any gatekeeper perceiving the loading to overhang more than it ought, is required to stop the train, in order that the same may be put right and properly secured before the train proceeds.

23. Immediately after passing Golborne Gates, when running to join the Liverpool and Manchester or Grand Junction trains at Parkside, all engine-men are strictly enjoined to keep the steam whistle going at intervals, to give notice of their approach, and this is more particularly necessary whenever the train may happen to be later than it ought to be.

24. Particular care is requisite, from the nature of the curve, in approaching Wigan warehouses after passing Walmsley's Bridge, and engine-men are required, on getting near the bridge, to use the whistle, and be on the alert ready to stop, if necessary.

25. Engine-men are strictly forbidden to take up any one on the road; and any engine-man so doing will be immediately dismissed.

Engine-men and firemen are to look out and observe carefully the position of the indicators at the private railways or sidings, and in the event of the switches being wrong, are to report the same immediately on their arrival.

Guards, &c.

26. Every train on the line is to show a red light on the last carriage: the guards of the coach trains, and engine-men and breaksmen of the goods trains to be responsible.

If a coach or waggon be attached to or detached from a train on any part of the road, the guard or breaksman is to take care that the requisite change is made, so that the lamp with the red light may still be in the rear of the last carriage or waggon.

27. The guards are strictly charged to urge passengers to keep their seats in case of any stoppages upon the road, except when necessary to alight, and then to request they will do so at the outside of the line or left side of the carriage.

28. All guards will see that, before leaving the stations, the luggage outside is properly covered and secured, so that none may be lost; and should any luggage drop off or be lost on the journey, the guard of the train will be held responsible. And the superintendents at Preston, Wigan, and Parkside must see that the foregoing direction is carefully attended to, likewise all gatekeepers and others in charge of stopping places; this precaution is especially requisite at Parkside, when taking on fresh luggage from the Grand Junction or other trains, and the superintendent there will be held responsible if the porters are negligent in this particular.

29. Guards are particularly required to ascertain the destination of passengers, and see that their luggage is placed on the coach that is going to such destination; and when passengers' luggage is placed for convenience on carriage lurries, it must on no account be so placed unless the carriage lurry is going to the same place as the luggage. Many mistakes and some losses having occurred from neglect of this precaution, the superintendents at all the stations are strictly charged to see that the porters attend carefully to this instruction.

Gatemen and Policemen's Signals, &c.

30. Gatemen and policemen are to be constantly on the look out, and to open the proper gate when engines are to pass through.

The gatemen and policemen are to render every assistance in their power, in case of accident, or in foggy weather, and to communicate to the engine-men passing, verbally, or by signs, if caution (more than usual) is required from the engine-man as he proceeds.

Every gateman is required to have his gate lamp carefully trimmed and lighted at dusk, and to have his hand light constantly trimmed and burning, ready to give such signals as may be required. Policemen in like manner to have their hand lights in order.

If a coming train be required to stop so take up passengers (or for any other cause), a red light must be shown in the gate lamp. If the train is not required to stop, the common white light is to be shown.

If a train approaches when a previous train has passed through only a few minutes before, the gateman must signify it by holding or hanging the hand lamp conspicuously two feet under the gate lamp, so that two lights will be seen one under the other, on which signal all engine-men are required to go slowly and look well out before; but if a gateman, owing to any accident, or for any cause wishes to stop an approaching engine, he must wave his hand-lamp up and down—up to the height of his head and down to the ground till the engine comes up, in addition to the red light of his gate lamp being shown, and all engine-men are to obey such signals. All gatemen will be right in making these signals to stop an approaching engine, when the previous engine has passed through the gate only two minutes before.

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All gatekeepers and policemen, plate-layers, and all others in the Company's service, are ordered to warn off all trespassers on the line, which is not to be used as a footpath under any pretence whatever.

N. B.—Every superintendent, engine-man, guard, policeman, and gatekeeper employed on the North Union Railway, shall keep a copy of these rules constantly on his person, under a penalty of 5*s*.

By order of

Preston, 1 January 1840. THE BOARD OF DIRECTORS.

No. 10.—A RETURN showing the OUTGOINGS of each Railway, distinguishing the Outgoings incurred by such Railway as Owners thereof, and distinguishing those Outgoings which they have incurred as the Carriers of Passengers from those which they have incurred as the Carriers of Goods, and setting forth the several Branches of each of the aforesaid Sources of Expenditure.

The Company are only carriers of passengers, though incorporated as owners and carriers jointly; no distinction is made in their accounts between the outgoings in one capacity (as owners of the line) and in the other as carriers, nor between their outgoings as carriers of passengers and those on any other head, further than the following account, from the 31st October 1838 to the 31st December 1839, will show.

	£.	*s.*	*d.*
Expended on coach disbursement account - - -	4,893	13	1
— locomotive power account - - -	8,840	2	5
— office expenses account - - - -	245	12	2
— salaries account - - - - -	1,679	1	8
— Liverpool and Manchester toll account -	15,732	3	1
— petty disbursements account - - -	101	12	9
— interest on loans account - - -	1,177	10	7
— taxes and rates account - - - -	272	18	1
— chief rents - - - - - -	75	19	10
— charge for direction account - - -	600	—	—
— maintenance of way account - - -	951	—	—
— fire insurance account - - - -	84	14	6
— advertising account - - - -	96	4	6
Total - - - £.	34,750	12	8

No. 11.—A RETURN showing the GROSS and NET PROFITS of the Company for the said Years 1837, 1838, 1839.

This Return is understood to mean the profit, after deducting the expenses, the Line having only been opened the 31st October 1838; the following will be the account to the 31st December 1839.

	£.	*s.*	*d.*
1st. Current disbursements - - - - -	33,497	2	3
2d. Interest and chief rents - - - - -	1,253	10	5
3d. Net profits - - - - - - - - -	32,051	11	5 *
Forming Gross Receipts (as per Return, No. 7) - £.	66,802	4	1

* It should be observed that in the above sum of net profits, amount 32,051*l*. 11*s*. 5*d*., no reduction has been made for wear and tear of engines, carriages, machinery, &c.; or for maintenance of the way (except for about six miles), that charge falling on the contractors at present.

Preston, 4 April 1840. (signed) *James Chapman*, Secretary.

(35).—PAISLEY AND RENFREW RAILWAY.

A RETURN showing the Number of PASSENGERS carried; of the Miles travelled; of the Money received; of the Average Receipt per Mile from each Passenger, for each Month, from April 1839 to the end of January 1840.

DATE.	Number of Miles opened to the Public.	Fare per Mile.				Number of Passengers.					Number of Miles Travelled.	
		Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.	Total.	1st Class.	2d Class.
1839:	*d.*	*d.*	*d.*	*d.*	*d.*	*d.*						
May	–	–	–	–	–	–	383	6,887	–	7,270	2,430	2,430
June	–	–	–	–	–	–	813	13,981	–	14,794	2,346	2,346
July	–	–	–	–	–	–	942	18,584	–	19,526	2,514	2,514
August	–	–	–	–	–	–	1,455	20,791	–	32,246	2,592	2,592
Sept.	–	–	–	–	–	–	596	10,421	–	11,017	2,262	2,262
Oct.	3	–	2	1 1/3	–	–	687	7,733	–	8,420	1,782	1,782
Nov.	–	–	–	–	–	–	473	5,541	–	6,014	1,716	1,716
Dec.	–	–	–	–	–	–	471	4,170	–	4,641	1,716	1,716
1840:												
January	–	–	–	–	–	–	620	5,615	–	6,235	1,788	1,788

DATE.	Gross Receipts for Passengers.				Average for each Passenger.				Average Fare per Mile for each Passenger.	
	Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.	1st Class.	2d Class.
1839:	*d.*	£. *s.* *d.*	£. *s.* *d.*		*d.*	*d.*	*d.*	*d.*	*d.*	*d.*
May	–	9 11 6	114 15 8	–						
June	–	20 6 6	233 8 4	–						
July	–	23 11 –	209 14 8	–						
August	–	36 7 6	513 11 2	–						
Sept.	–	14 18 –	173 13 8	–						
Oct.	–	17 3 6	128 17 8	–	–	6	4	–	2	1 1/3
Nov.	–	11 16 6	92 7 –	–						
Dec.	–	11 15 6	69 10 –	–						
1840:										
January	–	15 10 –	93 11 8	–						

P. S.—The entire line of this Railway, from Paisley to the Clyde, is no more than three miles. Mails have never been carried, and carriages of 1st and 2d class have only been used.

(signed) *William Sharp*, Governor.
Alexander Gibson, Secretary.

Paisley, 29 February 1840.

1.—RETURN showing the MAXIMUM FARES leviable on each Class of Passengers, under the authority of any Act of Parliament empowering the Company to levy the same; stating whether such Fares include the use of the Company's Carriages and Locomotive Power.

The maximum fare leviable by this Company under their Act of Parliament, is 6*d.* per mile, exclusive of locomotive power.

Appendix, No. 1.

Paisley and Renfrew Railway.

2.—SHOWING the FARES which have been from time to time levied on each Class of Passengers, and the Effect which any Alteration thereon has had upon the Number of Passengers carried, or the Total Amount of Fares received; and also distinguishing the Charges made for Locomotive Power employed in conveying the same from the Tolls paid in respect thereof.

The fares charged for passengers from 3d April 1837 to 22d December 1838, the Company furnishing locomotive power, were

First class	2*d.* per mile.
Second class	1⅓*d.* —

These fares were advanced, for the period from 24th December 1838 to 30th March 1839, to

First class	2⅔*d.* per mile.
Second class	2*d.* —

The effect of this alteration was, that the number of passengers carried from 24th December 1838 to 30th March 1839, was 13,275.

Amount of fares in same period, 339*l.* 19*s.* 4*d.*; while in the corresponding period, from 24th December 1837 to 30th March 1838, the number of passengers carried was 20,324; amount of fares, 364*l.* 19*s.* 6*d.*

The fares from 30th March 1839 have been reduced to the sum first stated.

3.—SHOWING the MAXIMUM RATE of TOLLS leviable upon all Carriages used in conveying Private Carriages, Goods, Horses, or Live Stock along the said Railway.

4.—SHOWING the RATE of TOLLS which have from time to time been levied on any Carriage used in conveying Passengers, Private Carriages, Goods, Horses, or Live Stock along the said Railway, whether such Goods, Private Carriages, Horses, and Live Stock were conveyed on account of the Company, or on account of Private Carriers.

No travelling or traffic but by the Company.

5.—SHOWING the MAXIMUM RATES leviable by the Company, as Carriers, for the carriage of Horses, Live Stock, or Goods along the said Railway.

The maximum rates leviable by the Company as carriers of goods, &c. are as follows:

1st. For all lime, dung, compost, or other manure, and all materials for making or repairing highways, such sum or sums not exceeding 4*d.* per ton per mile.

2d. For all sugar, corn, grain, flour, dyewood, timber, staves, lead, bar iron, or other metals, such sum or sums not exceeding 6*d.* per ton per mile.

3d. For all cotton and other wool, hides, drugs, manufactured goods, and for all other wares, not exceeding the sum of 6*d.* per ton per mile.

6.—SHOWING the GROSS AMOUNT received for each of the Years 1837, 1838, and 1839, under the several Heads:—1st. Of Tolls; 2d. For the Conveyance of Passengers; 3d. For the Conveyance of Goods.

	£.	*s.*	*d.*
1st. For Tolls:			
1837, 1838, 1839	Nil.		
2d. For Conveyance of Passengers:			
3 April 1837 to 1 January 1838	1,459	4	5
1 January 1838 to 1 January 1839	2,489	9	6
1 January 1839 to 1 January 1840	2,330	10	10
3d. For Conveyance of Goods:			
3 April 1837 to 1 January 1838	241	7	10½
1 January 1838 to 1 January 1839	493	—	1½
1 January 1839 to 1 January 1840	674	7	2½

7.—RETURN showing the RATES which have been from time to time charged by the said Company, as Carriers, for the conveyance of Private Carriages, Goods, Horses, or of Live Stock by the Company.

The rate which has been charged by the Company, as carriers, for goods, is 5½*d.* per ton per mile.

8.—SHOWING the POWERS which the Company have of charging Locomotive Power, and in what manner they have charged the same.

No traffic but by the Company; but they have the power by Act of Parliament "to make reasonable charges" for locomotive power.

9.—SHOWING all RULES made to regulate the Conveyance of Goods, whether the same relate to Goods carried by the Company or by Private Carriers.

None but for goods, as answered to No. 7.

10.—SHOWING the OUTGOINGS of each Railway, distinguishing the Outgoings incurred by such Railway as Owners thereof, and distinguishing those Outgoings which they have incurred as the Carriers of Passengers from those which they have incurred as the Carriers of Goods, and setting forth the several Branches of each of the aforesaid Sources of Expenditure.

11.—SHOWING the GROSS and NET PROFITS of the Company for the said Years, 1837, 1838, and 1839.

3 April 1837 to 15 May 1838:	£.	s.	d.
Gross Revenue	2,514	14	7
Expenditure	2,041	14	7
Net Profit £.	473	–	–

Being 2½ per cent. on 19,016*l.* paid up capital.

15 May 1838 to 15 May 1839:	£.	s.	d.
Gross Revenue	3,041	3	1
Expenditure	2,613	4	4
Net Profit £.	427	18	9

This last sum was considered scarcely adequate to meet the tear and wear of the years 1838 and 1839, and no dividend was made to the proprietors.

From all appearances, the Directors of the Company fear that their circumstances will not be improved at their next annual balance on the 15th of May 1840. In these circumstances they respectfully call the attention of the Honourable Members of the Committee to the accompanying copy of petition which has been forwarded by the Governor of the Company for presentation to the House of Commons.

All which is humbly reported by

(signed) *Wm. Sharp*, Governor.
Alex. Gibson, Secretary.

UNTO the Honourable the Commons of Great Britain and Ireland, in Parliament assembled.

The humble Petition of the Paisley and Renfrew Railway Company,

Showeth,

That your petitioners were incorporated by Act of Parliament in July 1835; that their expenses and state of funds have been such that they were enabled only for the first year to divide 2½ per cent. on their subscribed capital. Since then their annual expenditure has been so great as to prevent their making any dividend.

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Paisley and Renfrew Railway.

Under such circumstances, your petitioners feel peculiarly aggrieved at the manner in which the mileage duty presses upon them, absorbing as it does more than 10 per cent. of their income from passengers. The line of their Railway is only three miles in length, and the average charge for passengers is 2 *d.* per mile for their first class carriages, and 1 ½ *d.* per mile for their second class, while the Government duty imposed is ⅛ *d.* per mile for passengers. Your Honourable House will perceive that with these comparatively low fares, your petitioners are as heavily taxed as if their charges were of the highest rate. They therefore make the present appeal for redress.

May it therefore please your Honourable House to take these statements into consideration, and to afford your petitioners such relief as you may conceive expedient.

And your petitioners, as in duty bound, &c.

Given under our common seal, and signed by the Governor of the Company, in our name and by our authority, at Paisley, the 7th day of March 1840.

L. S.

(signed) *Wm. Sharp*, Governor.

(30.)—ULSTER RAILWAY.

Intended Line from Belfast to Portadown and Armagh: First Section, from Belfast to Lisburn, Eight Statute Miles, opened on the 12th of August 1839.

A RETURN showing the Number of Passengers carried; of the Miles travelled; of the Money received; of the Average Receipt per Mile from each Passenger, for each Month, from April 1839 to the end of January 1840.

DATE.	Number of Miles opened to the Public.	Fare per Mile.				Number of Passengers.					Number of Miles travelled.			
		Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.	Total.	Mail.	1st Class.	2d Class.	3d Class.
1839:		*d.*	*d.*	*d.*	*d.*									
19 days of August -	8	–	1 ½	⅛	–	–	4,572	26,471	–	31,043	–	2,240	2,240	–
Sept. -	8	–	1 ½	⅛	–	–	3,282	30,946	–	34,228	–	3,360	3,360	–
Oct. -	8	–	1 ½	⅛	–	–	3,026	34,631	–	37,657	–	3,472	3,472	–
Nov. -	8	–	1 ½	⅛	–	–	2,421	26,811	–	29,232	–	3,360	3,360	–
Dec. -	8	–	1 ½	⅛	–	–	2,261	24,319	–	26,580	–	2,736	2,736	–
1840:														
January -	8	–	1 ½	⅛	–	–	2,369	23,512	–	25,881	–	2,784	2,784	–

DATE.	Amount of Gross Receipts for Passengers.				Average Receipt for each Passenger.				Average Fare per Mile received for each Passenger.			
	Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.	Mail.	1st Class.	2d Class.	3d Class.
1839:		£.	£.	£.		*s.*	*d.*			*d.*	*d.*	
19 days of August -	–	228	661	–	–	1	6	–	–	1 ½	¾	–
Sept. -	–	164	773	–	–	1	6	–	–	1 ½	¾	–
Oct. -	–	151	866	–	–	1	6	–	–	1 ½	¾	–
Nov. -	–	121	670	–	–	1	6	–	–	1 ½	¾	–
Dec. -	–	113	608	–	–	1	6	–	–	1 ½	¾	–
1840:												
January -	–	118	589	–	–	1	6	–	–	1 ½	¾	–

(signed) *Thomas Ker*, Secretary.

Ulster Railway Office, Belfast, 22 February 1840.

THE Ulster Railway opened for traffic on the 12th of August 1839, from Belfast to Lisburn, eight miles; fare for first-class passengers, 1*s.*; second-class passengers, 6*d.*; under the authority of Act 6 Will. 4, c. 33, and including the use of carriages and locomotive power.

No alteration has at any time been made in the fares.

No carriages, goods, or horses yet carried; the charge for same, as to locomotive power, being discretionary with the Company.

(signed) *Thomas Ker*, Secretary.

(37.)—WISHAW AND COLTNESS RAILWAY.

A RETURN showing the Number of Passengers carried; of the Miles travelled; of the Money received; of the Average Receipt per Mile from each Passenger, for each Month, from April 1839 to the end of January 1840.

DATE.	Number of Miles opened to the Public.	Fare per Mile.	Number of Passengers.	Number of Miles Travelled.	Amount of Gross Receipts for Passengers.	Average Receipt for each Passenger.	Average Fare per Mile received for each Passenger.
1839:	*Miles.*	One Class of Carriages:			£. s. d.	d.	
May	6½	under 1*d.*	558	3,167	12 3 2	$5\frac{7}{31}$	nearly 1*d.*
June	—	ditto	497	2,914	11 4 8	$5\frac{1}{2}$	ditto.
July	—	ditto	621	3,481	13 6 10	$5\frac{1}{7}$	ditto.
August	—	ditto	504	2,853	10 19 —	$5\frac{3}{14}$	ditto.
September	—	ditto	393	2,226	8 10 10	$5\frac{7}{32}$	ditto.
October	—	ditto	401	2,298	8 16 8	$5\frac{3}{10}$	ditto.
November	—	ditto	420	2,408	9 5 2	$5\frac{2}{7}$	ditto.
December	—	ditto	427	2,373	9 3 —	$5\frac{1}{7}$	ditto.
1840:							
January	—	ditto	482	2,698	10 9 —	$5\frac{1}{5}$	ditto.

1.—A RETURN showing the MAXIMUM FARES leviable on each Class of Passengers under the Authority of any Act of Parliament empowering the Company to levy the same; stating whether such Fares include the Use of the Company's Carriages and Locomotive Power.

The Company's Act of Incorporation (10 Geo. 4, c. 107) enacts, "that it shall and may be lawful to the said company of proprietors to provide and establish any carriage or carriages fit for the carrying and accommodation of passengers, and to demand and receive such rate as to them may seem proper for the carriage of passengers, not exceeding 4*d.* per mile for each passenger, as the said company of proprietors may think fit; and it shall and may be lawful to the said company of proprietors to lease to any person or persons the right of establishing and running such carriage or carriages," &c.

From the tenor of the statute above quoted, it may be presumed that the fare of 4*d.* is meant to include the use of carriages and locomotive power.

2.—A RETURN showing the FARES which have from time to time been levied on each Class of Passengers, and the Effect which any Alteration thereon has had upon the Number of Passengers carried, or the Total Amount of Fares received; and also distinguishing the Charges made for Locomotive Power employed in conveying the same from the Tolls paid in respect thereof.

The conveying of passengers upon this Railway has been granted by the Company to a second party, who provide carriages drawn by horses, and pay a sum in name of toll for travelling

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Wishaw and Coltness Railway.

velling upon the Railway. The fares for passengers charged by that party, and upon which no change or alteration has ever taken place, are as under:

Stations.	Distance.	Fare.
	m. *f.* *yds.*	
Newart-hill depôt to Gartsherrie -	6 3 70	Sixpence.
Holy-town Road to - ditto - -	4 4 –	Fourpence.

The carriages are of one description, and from their construction and rate of travelling may be considered as belonging to the third class.

3.—A RETURN showing the MAXIMUM RATE of TOLLS leviable upon all Carriages used in conveying Private Carriages, Goods, Horses, or Live Stock along the said Railway.

The maximum rates or tolls which this Company are empowered by the statute to levy upon the different descriptions of goods conveyed upon the Railway are as follows:—

Tonnage Dues, &c.

For all limestone, manure, and materials for making or repairing public highways, a sum not exceeding 2*d.* per ton per mile.

For all coal, stone, sand, bricks, iron, lead, or other metals or minerals unmanufactured, a sum not exceeding 3*d.* per ton per mile.

For all timber, corn, flour, lead in sheets, and all other wares, merchandize, or other things, a sum not exceeding 4*d.* per ton per mile.

And for the use of any waggon, engine, or power belonging to the Company, a sum, in addition to the above rates, not exceeding one-half more of the said rates respectively.

4.—A RETURN showing the RATE of TOLLS which have been from time to time levied on any Carriage used in conveying Passengers, Private Carriages, Goods, Horses or Live Stock along the said Railway, whether such Goods, Private Carriages, Horses and Live Stock were conveyed on Account of the Company or on Account of Private Carriers.

The passenger carriages which travel on this Railway, being established and conducted by a party distinct from the proprietors of the Railway, are subject to a toll of 6*d.* on each carriage.

Present Tonnage Dues.

Raw Coal, raw Ironstone, and Freestone (except for making or repairing Highways):

For the first mile, 3*d.* per ton per mile.
For the second mile, 1½ *d.* per ton per mile.
For the third mile, 1*d.* per ton per mile.
For the fourth mile, and each succeeding mile, one halfpenny per ton per mile.

Dross Coal:

To be charged one-half of the above dues.

Manure, and Limestone for Manure:

When coming in return waggons, to be charged half the dues on raw coal and raw ironstone.

Burned Ironstone and Coke:

For the first mile, and each of the three succeeding miles, 3*d.* per ton per mile.
For the fifth mile, and every succeeding mile, one halfpenny per ton per mile.

Pig Iron and Malleable Iron:

For the first mile, and each of three succeeding miles, 3*d.* per ton per mile.
For the fifth mile, and every succeeding mile, 1*d.* per ton per mile.

All other articles to be charged 2*d.* per ton per mile.

5.—A RETURN showing the MAXIMUM RATES leviable by the Company, as Carriers, for the Carriage of Goods, Horses, or Live Stock along the said Railway.

The following are the maximum rates which the Company would be authorized to levy, should they act as carriers of goods by the providing of carriages and locomotive power:—

For tonnage dues, conform to Return No. 3.
For the use of waggons or carriages, conform to first part of Return No. 8.
For locomotive power or haulage - - ditto - ditto - ditto.

6.—A RETURN showing the RATES which have been from time to time charged by the said Company, as Carriers, for the Conveyance of Private Carriages, Goods, Horses, or of Live Stock, by the Company.

The proprietors of this Railway are not in the meantime possessed of any establishment for acting as carriers, further than the letting out of waggons to a small extent for carrying minerals, which are conveyed to their destination by horse-power provided by the parties on whose account these minerals are carried. But arrangements are in progress by the Company for the substitution of locomotive engines for horse-power, and when this is brought into operation, the rates for carrying goods will be as follows:—

Tonnage dues on the goods carried, as stated in Return No. 4.
Use of waggons or carriages, as stated in second part of Return No. 8.
Locomotive power - - - - ditto - - - ditto.

7.—A RETURN showing the GROSS AMOUNT received for each of the Years 1837, 1838, and 1839, under the several Heads—1st, of Tolls; 2d, for the Conveyance of Passengers; 3d, for the Conveyance of Goods.

Year.	1st. Of Tolls, or Tonnage Dues.	2d. For the Conveyance of Passengers.	3d. For the Conveyance of Goods.		Total.
			Haulage by Locomotive Engines.	Use of Company's Waggons.	
	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.
1837 -	2,330 16 8	- - -	- - -	- - -	2,330 16 8
1838 -	3,972 9 4	- - -	- - -	- - -	3,972 9 4
1839 -	6,408 13 5	- - -	- - -	52 4 10	6,460 18 3
£.	12,711 19 5	- - -	- - -	52 4 10	12,764 4 3

8.—A RETURN showing the POWERS which the Company have of charging Locomotive Power, and in what manner they have charged the same.

1. *Powers of the Company to Charge for Locomotive Power.*

The Company's Act of Parliament gives authority, "That for the use of any waggon, machinery, engine, or power belonging to the Company, such sum or sums to be taken in addition to the tonnage rates (which are detailed in Return, No. 3) as the Company shall from time to time direct and appoint, not exceeding one half more of the said rates respectively."

2. *Proposed Charges to be made for Locomotive Power.*

The employment of Locomotive Power on this Railway has only lately been contemplated by the Company, and in expectation of that mode of haulage being adopted, the following has been in the meantime published as the rates.

For the use of Locomotive Engines, when furnished by the Company:
For one mile, and each of three succeeding miles, one halfpenny per ton per mile.
For the fifth mile, and each of three succeeding miles, one farthing per ton per mile.
For each succeeding mile, after the eighth mile, one sixteenth of a penny per ton per mile.

For the use of Waggons from the Company:
One-fourth of a penny per ton per mile for all raw coal, and coke or dross.
One-third of a penny per ton per mile, for raw and burned ironstone.
One halfpenny per ton per mile for all other articles.

Appendix, No. 1.

Wishaw and Coltness Railway.

9.—A RETURN of all RULES made to regulate the Conveyance of Goods, whether the same relate to Goods Carried by the Company or by Private Carriers.

Rules, Bye-laws, and Orders, with the Penalties for Breach thereof, enacted and imposed under and by virtue of an Act of Parliament, 10 Geo. 4, c. 107, incorporating the Wishaw and Coltness Railway Company, dated 1st June 1839, and by Act of Parliament, 2 & 3 Vict. c. 58, intituled, "An Act to enable the Wishaw and Coltness Railway Company to raise a further Sum of Money, and to amend the Acts relating to the said Undertaking."

1. *Rules and Penalties imposed by the Statute.*

	£.	s.	d.
Sec. 39.—1. If any person or persons shall wilfully and maliciously pull down, deface, or destroy any board, whereon any rules, orders, or bye-laws shall be painted, he, she, or they shall, upon conviction for each offence, forfeit and pay to the Company a sum not exceeding - -	5	–	–
Sec. 60.—2. If any person or persons shall fraudulently carry or convey any articles or things whatsoever on the Railway, on payment of a lower rate, toll, or duty, than that to which such articles or things are subject or liable, he or they shall, for each offence, forfeit and pay to the Company of Proprietors any sum not exceeding - - - - - - - -	5	–	–
Sec. 66.—3. Any collectors on receiving payment of rates, who shall refuse to give a ticket denoting such payment, or to tell their names when demanded, or shall make use of scurrilous or blasphemous language to any person or persons, shall forfeit and pay any sum not exceeding - -	5	–	–
Sec. 71.—4. Any owner or owners, or other person or persons in charge of any waggon or other carriage, neglecting or refusing to give the collector a true written account of the quantity of goods carried, whence brought, and where to be unloaded, or to produce a bill of lading, or giving a false account, or delivering any goods elsewhere than the place mentioned in such account, shall forfeit and pay for every ton of goods, or any other thing so carried, and so proportionally for a less quantity - - - -	–	10	–
Sec. 73.—5. All persons whomsoever shall have full liberty to pass upon and use the said Railway with waggons or other carriages properly constructed, and to use wharfs and depôts, upon payment only of such rates as are authorized to be received; but it shall not be lawful for any person not *bonâ fide* using waggons upon the said Railway, or for any horse, cattle, or other article upon which toll is not exigible, save and except as otherwise provided, or without the permission of the said Company, to pass along, over, or across, in any way, the said Railway, or any of the paths or property of the said Company, under a penalty for each offence of - - - - - - - - - - - - - - - -	5	–	–
Sec. 74.—6. Every person or persons using the Railway with any cart, waggon, or carriage not properly constructed, he, she, or they so offending shall, for every such offence, forfeit and pay to the Company, beside the damage done to the Railway, any sum not exceeding - - - - -	–	10	–
Sec. 76.—7. Every owner of any waggon or other carriage, passing along the Railway, shall cause the tare of such waggon or other carriage, his or her name and place of abode, and the number of his or her waggon, to be painted in large white letters and figures, on a black ground, four inches high at the least, and of a proportionate breadth, on some conspicuous part on the outside of every such waggon or other carriage, and every owner of any waggon or other carriage which shall pass any part of the Railway, without any such name and figures thereon, as before directed, and every person who shall alter, erase, or destroy the same, or any part thereof, or who shall refuse to permit or suffer the same to be gauged and measured, shall, for every such offence, forfeit and pay to the Company any sum not exceeding - - - - - - - - -	5	–	–
Sec. 79.—8. Any person or persons who shall ride, lead, or drive, or cause to be led, ridden, or driven on the Railway, any horse, cow, or other neat cattle, sheep, swine, or other beast or animal, except only in directly crossing the same, at places to be appointed for that purpose, he, she, or they shall forfeit and pay to the Company any sum not exceeding - -	2	–	–
Sec. 80.—9. If any waggon or other carriage, or horse, or other cattle, shall be placed or suffered to remain on any part of the railway bridges or other works, so as to obstruct the passage thereof, and the person having the care of such waggon or other carriage, or horse, horses, or cattle, shall not immediately, upon request made, remove the same, he shall forfeit and pay for every such offence, any sum not exceeding 40 *s.*, and for every hour such obstructions shall continue, after the making such request, any sum not exceeding - - - - - - - - - - - -	2	–	–

	£.	s.	d.
Sec. 81.—10. If any person shall suffer the loading of any waggon or carriage using the Railway to lie over the sides of such waggon or other carriage, or shall overload any such waggon or other carriage, so as to obstruct the passing of any other waggon or other carriages, and shall not immediately, upon notice to be given for that purpose, remove such obstruction, or if any person shall throw, or in any way lay or spill any gravel, stones, rubbish, or other matter or thing, into or upon any part of the Railway or other works, every person so offending shall forfeit and pay for every such offence any sum not exceeding - - - -	5	–	–
Sec. 82.—11. If any person shall wilfully or maliciously, and to the prejudice of the Railway, break, throw down, damage, or destroy any part of the Railway or other works, every person so offending shall forfeit and pay for every such offence, over and above the full amount of damage thereby done to the Railway and works, any sum not exceeding - - -	10	–	–
Sec. 88.—12. Every person opening any gate set up across the said Railway shall, and he or she is thereby directed and required to shut and fasten the same, as soon as he or she, and the waggon or other carriage, waggons or other carriages, driven by such persons, shall have passed through the same, and every person neglecting so to do shall forfeit and pay for every such offence a sum not exceeding - - - - - - - - -	5	–	–
Note.—The money arising from such forfeiture or forfeitures, shall be applied in the manner following; that is to say, one-half to the informer, and the other half to the poor of the parish where such offence is committed.			
Sec. 91.—13. If any wharfinger or other servant of the Company shall give any preference, or show any partiality to any person or persons in loading or unloading minerals, goods, or commodities, at any of the wharfs, warehouses, weighing-beams, cranes, and other machines belonging to the said Company, every person so offending shall forfeit and pay for every offence a sum not exceeding - - - - - - - - -	5	–	–
Sec. 94.—14. If any person or persons working, or employed in working any waggon or other carriage upon the Railway, shall load, unload, or take into any such waggon or other carriage, any minerals, goods, or commodities whatsoever, liable to pay toll, rate, or duty, for the sake of evading said tolls, rates, and duties, or any of them, at any other place or places than at the wharfs or quays, authorized to be made, such person or persons shall forfeit a sum not exceeding - - - - - -	5	–	–

2. *Rules, Bye-laws, and Orders, enacted by the said Company, in virtue of the Statute before cited.*

10 Geo. 4, c. 107, s. 38, and 3 Vict., c. 58.—1. All drivers shall carefully attend their horses, carriages, or steam-engines, and every driver absenting himself from his horse, carriage, or steam-engine passing upon the said Railway, or negligently driving the same, shall forfeit and pay to the Company a sum not exceeding - - - - - - - -	5	–	–
2.—No person shall draw off any waggon, except at the proper branches or turn-out places, and any person infringing this rule shall forfeit to the Company a sum not exceeding - - - - - - - - -	5	–	–
3.—No person shall pass along the Railway with waggons or carriages, earlier than one hour before sunrise, or later than one hour after sunset, without leave in writing from the Company or their agents, and every person infringing this rule, shall forfeit to the Company a sum not exceeding - - - - - - - - - - - - - -	5	–	–
4.—Every driver or owner of any waggon or carriage, shall have on each carriage or waggon a proper brake to regulate the speed thereof, and every driver or owner of a waggon or waggons, neglecting to observe this rule, shall, for each carriage or waggon wanting such break, forfeit to the Company a sum not exceeding - - - - - - - - -	5	–	–
5.—No driver shall suffer any coal, stone, or other materials, which shall fall off any waggons under his care, or which he shall deliver from such waggons, or which shall proceed from, or come out of, such waggons, to remain on the Railway, and obstruct the passage thereof, and every driver infringing this regulation shall, for each offence, forfeit to the Company a sum not exceeding - - - - - - - - - -	5	–	–
6.—Every driver of a waggon or waggons, carriage or carriages, shall give immediate notice to one of the Company's servants of any waggon or carriage passing on the Railway, having broken or displaced any rail, and every driver infringing this rule shall, for each offence, forfeit to the Company a sum not exceeding - - - - - - - - -	5	–	–

Appendix, No. 1.

Wishaw and Coltness Railway.

	£.	s.	d.
7.—All persons discharging any goods or merchandize from any waggons or carriage, on any of the Company's wharfs, shall be obliged to deposit the same in the place directed by the superintendent of the Company, and every person infringing this rule, shall forfeit and pay any damage or injury occasioned by such refusal, and shall also forfeit to the Company a sum not exceeding - - - - - - - - - - - -	5	–	–
8.—No owner of coals, lime, minerals, goods or merchandize shall suffer the same to remain on the Railway, in the waggons, carrying or conveying, or delivering the same upon any part of the Railway, to the inconvenience of the other traders thereon, and every person infringing this rule, shall forfeit and pay to the Company the expense of removing such goods, &c. and also a sum not exceeding - - - - - - - - - -	5	–	–
9.—No engine-man shall permit any person or persons, except his assistants, or the Company's agents or servants, to ride upon any locomotive engines, or any waggons or carriages connected therewith, and every person infringing this rule, shall forfeit to the Company a sum not exceeding -	5	–	–
10.—No person, except the Company's agents or servants, shall ride upon any waggon or engine passing on the Railway, without having obtained a license from the Company or their superintendent, and every person infringing this rule, shall forfeit to the Company a sum not exceeding -	5	–	–
11.—Every engine-man or waggon-driver, who shall take a siding, shall be obliged to adjust the switches to answer the carriages passing along the main line or branches; and every person neglecting to observe this rule shall forfeit to the Company a sum not exceeding - - - - -	5	–	–
12.—No owner of any coach or other carriage, used on the Railway or branches, for the conveyance of passengers, shall be at liberty to use the same thereon, without having first obtained leave in writing from the Company or their superintendent, authorizing and permitting such owner so to do; and if any such owner or driver neglect or refuse to obtain a certificate, and shall, notwithstanding, use any such coach or carriage on the Railway or branches thereof, he shall for every such offence forfeit and pay to the Company any sum not exceeding - - - - - -	5	–	–
13.—Every owner or driver, or other person having the charge of any coach or other carriage, for the conveyance of passengers, shall deliver to the collector nearest to the place whence such carriage shall start, a ticket or note in writing, stating to and from what place such coach or carriage started, and where going to, with the number of passengers in such coach or carriage, and miles travelled by each passenger, and shall from time to time regularly deliver such ticket or note in writing, in manner aforesaid, as often as any such coach or other carriage passes the collector nearest the place from whence such coach or carriage starts; and if any such owner, driver, or other person, shall refuse or neglect so to do, he shall for every such offence forfeit and pay to the Company any sum not exceeding - - - - - - - - - - - -	5	–	–
14.—Every owner or driver of any waggon or carriage using the Railway, the gauge of the wheels of which are not four feet five inches and a half inch, from the outside of the flange of each wheel, or having the tread of any wheels less than three inches, or the axles less than two and three quarter inches diameter at the bearings or journals, shall forfeit to the Company, for each time such waggon is moved on the Railway, a sum not exceeding - - - - - - - - - - - - -	5	–	–
15.—Every waggon and its loading shall be weighed in the rotation in which they come along the Railway to the weighing-machine; and every driver of any waggon refusing to weigh, or at any time, or on any part of the Railway, making use of any scurrilous or swearing language to the superintendent or collector, shall forfeit to the Company a sum not exceeding - - - - - - - - - - - -	5	–	–
16.—Every waggon-driver, or any of the Company's servants, found guilty of taking coals from the waggons passing on the Railway, shall be dismissed from their employment, and forfeit to the Company a sum not exceeding - - - - - - - - - - - -	5	–	–
17.—Every waggon-driver who brings his waggons in contact with others shall, besides paying the damage done to the waggons, forfeit to the Company a sum not exceeding - - - - - - - - - -	5	–	–
18.—Every person in charge of the waggon or waggons descending the incline from Carluke and Glasgow road, near Lannie Muir, to Edinburgh and Hamilton Road, at Motherwell, on the main line of the Railway, and on the incline from Newart Hill and Hamilton Road to Holytown and Glasgow Road, or from or on any part of said inclines, allowing their waggons to descend at a greater velocity than four miles per hour, without having got instructions from the Company to do so, shall forfeit and pay to the Company a sum not exceeding - - - - - - - -	5	–	–

	£.	s.	d.
19.—No single waggon or carriage, with its load, shall exceed the gross weight of 4 ½ tons avoirdupois, and the load shall always be sufficiently fixed and properly secured by the owner or driver of such waggon or carriage; every person so infringing this regulation, shall forfeit and pay to the Company a sum not exceeding - - - - - - - - - -	5	–	–
20.—Every waggoner and other person shall on all occasions obey the directions of the Company's servants, to prevent their impeding or coming in contact with other carriage or carriages; any person infringing this regulation shall forfeit and pay to the Company a sum not exceeding - -	5	–	–
21.—Every waggon-driver or other person who shall bring his waggon or waggons, carriage or carriages, in collision with any locomotive engine, or passengers' carriage or carriages, or cause any wilful or unnecessary delay or collision by or among horse-hauled carriages themselves, every person so offending shall forfeit and pay to the Company a sum not exceeding -	5	–	–
22.—Every person or persons who shall unnecessarily stop or place any waggons or other carriages on the crossings of public roads, so as to interrupt the passage thereof, shall for every offence forfeit and pay to the Company any sum not exceeding - - - - - - - - -	5	–	–
23.—Every waggon driver, or other person or persons, shall at all times provide against their horses starting, or otherwise coming in the way of the engines or other carriage, or otherwise getting beyond their power; any person infringing this regulation shall forfeit and pay to the Company any sum not exceeding - - - - - - - - - -	5	–	–
24.—Every waggon driver, or other person or persons in the charge of waggons or other carriages while on the Railway in the dark, shall carry one or more lights, as may be necessary, so as to be distinctly visible from other carriages following or preceding thereon, and no person shall carry or exhibit lights on the Railway, except in compliance with the regulations, or the specified order of the Company; any person infringing this regulation shall forfeit and pay to the Company any sum not exceeding -	5	–	–
25.—Every waggon driver, or owner or possessor of waggons, who allows their waggons to go on the Railway without being properly greased, shall forfeit and pay to the Company a sum not exceeding - - - - -	5	–	–
26.—No water, oil, grease, or other things shall be applied to the surface of the rails or tread of the waggon-wheels on any pretence whatever; any person infringing this regulation shall forfeit and pay to the Company a sum not exceeding - - - - - - - - - -	5	–	–
27.—Every person in charge of waggons or goods, or otherwise passing along the Railway, except passengers conforming to the regulations in the passenger coach thereon, shall tell, on demand, his name and place of abode, and show his bill of loading, or his pass, to any overseer, collector, or other officer of the Company; any person so refusing shall forfeit and pay to the Company any sum not exceeding - - - - - -	5	–	–
28.—Traders and others shall only use such wharfage or depôt ground as may be allotted to them, and they shall not interfere with or interrupt other trade by occupying the ground an unreasonable time or otherwise; any trader or other person infringing this regulation shall forfeit and pay to the Company a sum not exceeding - - - - - - - -	5	–	–
29.—No spirits or other intoxicating liquors shall be used in the waggons or other carriages, nor upon the Railways or depôts, or works therewith connected; any person infringing this regulation shall forfeit and pay to the Company a sum not exceeding - - - - - - - -	5	–	–

REGULATIONS for taking the Sidings.

30.—Every person who shall travel upon the Railway with an empty waggon or waggons, shall be obliged to take the nearest siding or passing-place on the approach of a loaded waggon or waggons; and in case of infringing this regulation, shall forfeit and pay to the Company a sum not exceeding - - - - - - - - - - - - -	5	–	–
31.—Every person conducting a waggon or waggons, or coach or carriage, whether loaded or empty, shall be obliged, on the approach of a locomotive engine, to take the said waggon or waggons, coach or carriage, into the nearest passing-place or siding, whether behind or before him, or going forward or putting back, as the case may require, so as to allow the locomotive engine to proceed without stopping or slowing; and any person conducting waggons or a waggon, or carriage or coach, and refusing or neglecting to observe this regulation, shall forfeit and pay to the Company a sum not exceeding - - - - - - - -	5	–	–

Appendix, No. 1.

Wishaw and Coltness Railway.

	£.	s.	d.
32.—Every locomotive engine shall be exempted from taking sidings or putting back, except in meeting another locomotive engine; in that case the locomotive engine and empty train shall take the siding; or if both trains be loaded, or both trains be empty, the train moving southward shall take the siding; and any person infringing this regulation shall forfeit and pay to the Company a sum not exceeding - - - - -	5	–	–
33.—Empty waggons meeting any passenger coaches shall be obliged to take the nearest passing-place or siding, but the driver of every coach meeting a locomotive engine shall be obliged to take the coach into the nearest passing-place or siding, behind or before; and any person infringing this regulation shall forfeit and pay to the Company a sum not exceeding - - - - - - - - - - - - - -	5	–	–
34.—Every person conducting a loaded waggon or waggons, carriage or carriages, except when the carriage or carriages, waggon or waggons, are propelled forward by a locomotive engine, shall be obliged, on the approach of a coach, to take the said waggon or waggons, carriage or carriages, to the nearest passing-place or siding, whether behind or before him, or going forward or putting back, as the case may require, so as to allow the coach to proceed without stopping or slowing; and any person conducting a loaded waggon or waggons, or carriage or carriages, and refusing or neglecting to observe this regulation, shall forfeit and pay to the Company a sum not exceeding - - - - - - - - -	5	–	–
35.—Every person conducting a waggon or waggons, loaded or empty, except the person in charge of a coach with passengers, upon the approach of other waggon or waggons, carriage or carriages, who shall break his horse out of a walk, shall forfeit and pay to the Company a sum not exceeding - - - - - - - - - - - - - -	5	–	–
36.—Should loaded and empty waggons or waggon meet a coach at a passing-place, the empty waggon or waggons shall pull in behind or before the loaded waggon or waggons on the main line of Railway, so as not to slow or stop the coach, and to allow the coach to proceed through the offset, after which the empty waggon or waggons, if before the loaded waggon or waggons, must put back and go through the passing-place, and allow the loaded waggons or waggon to proceed forward; and every person refusing to do this shall forfeit and pay to the Company a sum not exceeding - - - - - - - - - - - - - -	5	–	–
37.—Empty or loaded waggons, when coming through any offset, shall, upon the approach of any coach or carriage conveying passengers, and when going through an offset for the purpose of passing loaded waggons on the main line, shall immediately put back and pull in before the loaded waggons on the main line of road, so as to allow the coach with passengers to proceed with as little delay as possible; any person or persons in charge of such empty or loaded waggons or waggon, infringing this regulation, shall forfeit and pay to the Company a sum not exceeding -	5	–	–

General Notices.

Sect. 68, 10 Geo. 4, c. 107.—All rates or dues are payable in advance and on demand, otherwise the waggons, goods, or other property may be detained at the owner's risk, and advertised and sold for payment of the dues thereon, arrears if any, and expenses.

All persons using the Railway or other property of the Company, shall, in every case, submit in the first instance to the directions of the Company's officers.

Sect. 100, 10 Geo. 4, c. 107.—In default of payment of the penalties, offenders are liable to imprisonment for a period not exceeding three months.

Sect. 77, 78, 10 Geo. 4, c. 107.—Masters or owners of waggons, horses, or other property on the Railway, are liable for all trespasses and damages committed by persons employed by them on the Railway and works, or on any property adjoining the same, but servants liable to repay their masters, or to imprisonment for a period not exceeding six months.

All the foregoing statutory and bye-law penalties are exclusive of damages and expenses, if incurred, and do not supersede punishment under the criminal laws of Scotland, in cases of malice or felony.

Sect.

Sect. 11 & 12, 3 Vict. c. 58.—The servants of the Company are authorized to seize and detain any unknown person or persons found upon the Railway and depôts, or other property therewith connected, without lawful cause, or in any other way infringing the regulations, and to carry such persons before a magistrate without any warrant; and they are also authorized in all cases of danger or annoyance to the public, or the Company, in the lawful use of the Railway, to interfere summarily, and to obviate or remove such danger, or nuisance, or hindrance. The constables of the Company have power to act on any part of the Railway premises, and within one mile therefrom, for the preservation of the peace, and protection of persons and property.

Glasgow, 4th Nov. 1839.—The code of rules, &c. has been carefully examined by me, and compared with the statutes above referred to; and is approved by me in terms of my interlocutor of this date.

James Watson,
Sheriff Substitute of Lanarkshire.

Glasgow, 6th Nov. 1839.—In pursuance of the authority and instructions delegated to them by the Company of Proprietors of the Wishaw and Coltness Railway, the committee of management do hereby make, adopt, and enact the foregoing code of rules, bye-laws, and orders, and others; and order the same to be published and enforced in terms of the Company's statutes.

Belhaven. *Alex. Glasgow.*
North Dalrymple. *James Donaldson.*

Glasgow, 6th Nov. 1839.—The Wishaw and Coltness Railway Company do hereby confirm the foregoing code, and of new make, adopt, and enact the said code, and seal it with their seal, and order the same to be published and enforced, in terms of the Company's statutes.

Belhaven and Hamilton, Chairman.
James Mitchell, Clerk to the Company.

10.—A RETURN showing the Outgoings of each Railway; distinguishing the Outgoings incurred by such Railway as Owners thereof; and distinguishing those Outgoings which they have incurred as the Carriers of Passengers from those which they have incurred as the Carriers of Goods, and setting forth the several Branches of each of the aforesaid Sources of Expenditure.

Outgoings, as relating to the Traffic.

	Year 1837.	Year 1838.	Year 1839.	Total for 1837, 1838, & 1839.
	£. s. d.	£. s. d.	£. s. d.	£. s. d.
Maintenance of road, fences, &c.	656 13 4	775 10 11	610 4 2	2,042 8 5
Salaries to superintendent and collector	133 15 10	203 4 4	379 3 11	716 4 1
Miscellaneous outlay in general management	90 2 8	100 17 –	174 5 6	365 5 2
Yearly compensations, feu-duties of ground, and way-leave for passage through an estate	284 11 9	442 11 7	361 13 11	1,088 17 3
Repair of waggons	- - -	- - -	13 6 8	13 6 8
£.	1,165 3 7	1,522 3 10	1,538 14 2	4,226 1 7

Appendix, No. 1.

Wishaw and Coltness Railway.

11.—A RETURN showing the Gross and Net Profits of the Company, for the Years 1837, 1838, and 1839.

The Wishaw and Coltness Railway Company in Account with Revenue.

Year 1837.

Receipts:	£.	s.	d.
Revenue from tonnage dues, per Return No. 7	2,330	16	8
Gross revenue, less outlay, per contra	1,165	13	1
Balance, deficit of revenue overdrawn	932	19	4
£.	2,098	12	5

Expenditure:	£.	s.	d.
Disbursements for uphold of way (so far as completed) and expense of management, as detailed in Return No. 10	1,165	3	7
Gross revenue after deducting the above outlay	1,165	13	1
£.	2,330	16	8

	£.	s.	d.
Amount of dividends paid to shareholders, due in this year, and also on arrears of stock due in former years	2,098	12	5

Year 1838.

Receipts:	£.	s.	d.
Revenue from tonnage dues, per Return No. 7	3,972	9	4
Gross revenue less outlay, per contra	1,517	6	2
Balance, deficit of revenue overdrawn	870	11	10
£.	2,387	18	–

Expenditure:	£.	s.	d.
Balance from last year overdrawn	932	19	4
Disbursements for maintenance of way, and expense of management, &c. detailed in Return No. 10	1,522	3	10
Gross revenue, after deducting the above expenditure	1,517	6	2
£.	3,972	9	4

	£.	s.	d.
Dividends paid to proprietary during this year, on 60,000 *l.* of capital stock	2,387	18	–

Year 1839.

Receipts:	£.	s.	d.
Revenue from tonnage dues, and for use of waggons, per Return No. 10	6,460	18	3
Gross revenue, less outlay, per contra	4,051	12	3

Expenditure:	£.	s.	d.
Balance from last year overdrawn	870	11	10
Disbursements for maintenance of way, and expense of management, as detailed in Return No. 10	1,538	14	2
Gross revenue, less above payments	4,051	12	3
£.	6,460	18	3

	£.	s.	d.
Dividends paid to shareholders this year, on 60,000*l.* of subscribed capital stock	2,853	3	4
Interest on advances by the Royal Bank of Scotland, under cash credit, negotiated with them	110	4	11
Net surplus revenue, carried to credit of new account	1,088	4	–
£.	4,051	12	3

1. *Table of Tonnage Dues for the Use of the said Railway and its Branches.*

Raw Coal, Raw Ironstone, and Freestone, (except for making or repairing Highways):
For the first mile, 3*d.* per ton per mile.
For the second mile, 1½*d.* per ton per mile.
For the third mile, 1*d.* per ton per mile.
For the fourth mile, and each succeeding mile, 0½*d.* per ton per mile.

Dross:
To be charged one-half the above dues.

Manure, and Limestone for Manure:
When coming in return waggons to be charged half the dues on raw coal and raw ironstone.

Burned Ironstone and Coke:
For the first mile, and each of the three succeeding miles, 3*d.* per ton per mile.
For the fifth mile, and every succeeding mile, 0½*d.* per ton per mile.

Pig Iron and Malleable Iron:
For the first mile, and each of three succeeding miles, 3*d.* per ton per mile.
For the fifth mile, and every succeeding mile, 1*d.* per ton per mile.
All other articles to be charged 2*d.* per ton per mile.

Note.—For the better calculating of the tonnage dues, wherever the fraction of a farthing occurs in the distance travelled over, the same shall be deemed and taken as a whole farthing.

2. *Table of Haulage Rates for the Use of Locomotive Engines when furnished by the Company.*

For one mile, and each of three succeeding miles, one halfpenny per ton per mile.
For the fifth mile, and each of three succeeding miles, one farthing per ton per mile.
For each succeeding mile, after the eighth mile, one-sixteenth of a penny per ton per mile.

Note.—These rates to be charged on every portion of the railway and branches in the meantime.

3. *Table of Rates for the Use of Waggons from the Company.*

One-fourth of a penny per ton per mile for all raw coal and coke, or dross.
One-third of a penny per ton per mile for raw and burned ironstone.
One halfpenny per ton per mile for all other articles.

Appendix, No. 2.

LONDON AND BIRMINGHAM RAILWAY.

(A.)—STATEMENT of Late Arrival of Trains at the *Birmingham* Terminus during the Month of November 1839, and February and a part of March 1840.

DATE.	TRAIN.	OVER TIME.				CIRCUMSTANCES WHICH HAVE CAUSED DELAY.
		Under 30 Minutes.	30 and under 60.	60 and under 90.	90 Minutes and Upwards.	
1839:						
Nov. 2	8¾ A.M.	-	30	-	-	Bursting of a boiler tube.
	9½ —	5	-	-	-	Slippery rails.
— 5	11 —	-	-	64	-	High winds and slippery rails.
— 7	11 —	-	30	-	-	Slippery rails.
— 12	5 P.M.	23	-	-	-	Pumps out of order, and slippery rails.
— 13	6 A.M.	-	35	-	-	Short of steam, and slippery rails.
	11 —	15	-	-	-	- - Delayed by luggage train, which could not keep its time in consequence of slippery rails.
— 16	6 —	-	39	-	-	- - Detained on Euston incline by breaking of rope, &c.
— 19	6 —	20	-	-	-	- Ditto - - - ditto.
— 20	11 —	14	-	-	-	- - Detained by obstruction on the road near Watford.
— 23	8½ P.M.	25	-	-	-	- - Stationary engine (Euston incline) not in order: the train heavy, and rails slippery along the incline.
— 25	8½ —	24	-	-	-	- Ditto - - - ditto.
— 27	8½ —	-	-	60	-	Snow on rails; slippery.
— 29	11 A.M.	-	36	-	-	Breaking of axle of tender.
	1 P.M.	-	50	-	-	- - Detained by accident to 11 A.M.; train as above.
1840:						
Feb. 1	6 A.M.	-	40	-	-	- - Detained on the Euston incline, and engine out of order.
— 3	6 —	-	42	-	-	Short of steam.
— 4	8½ P.M.	-	42	-	-	- - Detained by collision with horse-box on the line at Rugby, and by slip near Birmingham.
— 5	6 A.M.	28	-	-	-	- - Detained on Euston incline, and high winds.
	5 P.M.	-	47	-	-	Very heavy side wind.
— 6	5 —	-	53	-	-	Delayed by axle of tender breaking.
— 8	8½ —	19	-	-	-	- Ditto - - - ditto.
— 14	5 —	2	-	-	-	- - Breaking of connecting bolt between engine and tender.
— 15	11 A.M.	10	-	-	-	- - Delayed on Euston incline, and slippery rails.
	8½ P.M.	24	-	-	-	Delayed 25 minutes by the post-office.
March 3	8½ —	28	-	-	-	- - Left London without the post-office bags; detained at Wolverton 74 minutes until they arrived.
— 14	6 A.M.	25	-	-	-	Bursting of a boiler tube.

To 19 March inclusive, 1840.

Recapitulation.

Number of trains within time	754
Ditto over time:	
Under 30 minutes	14
30 and under 60 —	11
60 — — 90 —	2
	27
Total Number	781

Note.—The foregoing Returns are according to Greenwich time.

1 April 1840.

R. Creed, Secretary.

Appendix, No. 3.

STATEMENT of Late Arrival of Trains at the *London* Terminus during the Month of November 1839, and February and a part of March 1840.

DATE.	TRAIN.	OVER TIME.				CIRCUMSTANCES WHICH HAVE CAUSED DELAY.			
		Under 30 Minutes.	30 Minutes and under 60 Minutes.	60 Minutes and under 90 Minutes.	90 Minutes and Upwards.	Trains late in starting which are in connexion with the Grand Junction.	Birmingham and Derby Trains Over Time.	OTHER CAUSES.	
1839:		*Min.*	*Min.*	*Min.*	*Min.*	*Min.*	*Min.*	*Min.*	
Nov. - 1	12 midnight	- -	- -	- -	150	163	- -	–	
	6. 20 A.M.	- -	- -	88	- -	- - -	- -	88	- - Pumps of engine out of order.
	8. 30 A.M.	29	-	- -	- -	35	- -	–	
	10 —	- -	- -	80	- -	- - -	- -	80	- - Heavy train and high wind.
	12 noon	- -	35	- -	- -	70	- -	–	
	1 ¼ P.M.	- -	- -	- -	145	22	17	106	Engine out of order.
	5 —	- -	- -	60	- -	- - -	- -	60	- - High winds and short of steam.
	6 —	- -	30	- -	- -	- - -	30	–	
— 2	4 - P.M.	- -	30	- -	- -	12	- -	18	Heavy load.
— 4	12 noon.	15	- -	- -	- -	16	and waiting for mail bags at Tring.		
	1 ¼ P.M.	- -	45	- -	- -	18	- -	17	- - Delayed by luggage train.
— 6	5 —	- -	- -	60	- -	12	- -	48	Heavy train.
	6 —	- -	32	- -	- -	- - -	- -	32	- - Delayed by 5 P.M. train.
— 7	1 ¼ P.M.	- -	- -	- -	105	- - -	- -	105	- - Engine out of order, and delayed by luggage train.
— 8	1 ¼ —	- -	51	- -	- -	17	- -	34	- - Delayed by luggage train.
	4 —	- -	- -	- -	100	13	- -	87	- - One of the pistons out of order.
	5 —	- -	- -	80	- -	- - -	- -	80	- - Engine out of order and unable to proceed.
	6 —	- -	50	- -	- -	- - -	25	25	- - Bringing on the 5 P.M. train.
— 9	6. 20 A.M.	15	-	- -	- -	- - -	- -	15	- - Delayed at Berkhampstead by accident to a man on the road.
	1 ¼ P.M.	13	- -	- -	- -	30	- -	–	
— 11	1 ¼ —	- -	38	- -	- -	25	- -	13	Heavy load.
— 12	10 A.M.	29	- -	- -	- -	- - -	- -	29	Heavy train.
	1 ¼ P.M.	- -	- -	70	- -	- - -	- -	70	- Ditto.
	4 - —	15	- -	- -	- -	12	- -	3	Short of steam.
— 13	1 ¼ P.M.	25	- -	- -	- -	15	- -	10	- - Delayed by luggage train.
— 14	1 ¼ P.M.	- -	50	- -	- -	14	- -	36	- - Heavy train and slippery rails.
	4 —	26	- -	- -	- -	15	- -	11	- - Short of steam, from bad coke.
— 15	1 ¼ P.M.	- -	- -	60	- -	38	- -	22	Slippery rails.

(*continued*)

DATE.	TRAIN.	OVER TIME.				CIRCUMSTANCES WHICH HAVE CAUSED DELAY.			
		Under 30 Minutes.	30 Minutes and under 60 Minutes.	60 Minutes and under 90 Minutes.	90 Minutes and Upwards.	Trains late in starting which are in connexion with the Grand Junction.	Birmingham and Derby Trains Over Time.	OTHER CAUSES.	
1839:		*Min.*	*Min.*	*Min.*	*Min.*	*Min.*	*Min.*	*Min.*	
Nov. - 15	4 —	- -	30	- -	- -	12	- -	18	- - Bad coke, short of steam.
— 16	12 noon	- -	30	- -	- -	10	- -	20	- - Delay at Camden Town, in consequence of rope on extension line breaking.
	1 ¼ P.M.	- -	30	- -	- -	- - -	- -	30	Heavy train.
— 18	10 - A.M.	- -	44	- -	- -	- - -	- -	44	- - Heavy train, and detention at stations.
	1 ¼ P.M.	20	- -	- -	- -	40	- -	–	
	4 —	22	- -	- -	- -	13	- -	9	- - Bad coke, short of steam.
— 19	1 ¼ P.M.	- -	56	- -	- -	14	- -	42	- - Delayed by luggage train, and by ballast train.
	4 —	- -	- -	63	- -	19	- -	44	- - Parallel motion of engine out of order.
— 20	1 ¼ P.M.	20	- -	- -	- -	25	- -	–	
— 21	1 ¼ P.M.	- -	35	- -	- -	- - -	- -	35	- - Heavy train, and high wind.
	4 —	- -	35	- -	- -	13	- -	22	- - High wind, and slippery rails.
— 22	1 ¼ P.M.	- -	33	- -	- -	11	- -	22	- - Delay by drawbolt breaking.
— 23	12 noon	13	- -	- -	- -	- - -	- -	13	- - Bad water between Wolverton and London.
	1 ¼ P.M.	- -	- -	- -	120	60	- -	60	Engine out of order.
	5 —	- -	35	- -	- -	13	- -	22	- - Delay by breaking of one of the cotters at large end of connecting rod.
	12 night	12	- -	- -	- -	70	- -	–	
— 24	1 ¼ P.M.	- -	37	- -	- -	13	- -	24	Fire bars falling out.
— 25	1 ¼ —	- -	- -	61	- -	13	18	30	- - Delayed by luggage train.
	4 —	20	- -	- -	- -	12	- -	8	- - Short of steam, and high wind.
— 26	1 ¼ —	15	- -	- -	- -	12	- -	3	Heavy train.
	4 —	- -	45	- -	- -	14	- -	31	- - Both pumps out of order.
— 27	12 night	- -	- -	- -	150	40	- -	110	- - Rails very slippery, engine obliged to leave train to run to station for water.
	1 ¼ P.M.	- -	- -	- -	185	12	- -	173	- Ditto.
— 28	6.20 A.M.	17	- -	- -	- -	- - -	- -	17	- - Waggon off the rail at the Brent.
	1 ¼ P.M.	25	- -	- -	- -	15	8	2	- - Slow over the Brent, and delayed by luggage train.

DATE.	TRAIN.	OVER TIME.				CIRCUMSTANCES WHICH HAVE CAUSED DELAY.			
		Under 30 Minutes.	30 Minutes and under 60 Minutes.	60 Minutes and under 90 Minutes.	90 Minutes and Upwards.	Trains late in starting which are in connexion with the Grand Junction.	Birmingham and Derby Trains Over Time.	OTHER CAUSES.	
1839:		*Min.*	*Min.*	*Min.*	*Min.*	*Min.*	*Min.*	*Min.*	
Nov. - 28	4 - P.M.	- -	40	- -	- -	13	- -	27	- - Detention at Brent from bad state of road.
— 29	1 ¼ P.M.	- -	- -	- -	125	25	- -	100	- - Piston out of order, and obliged to empty boiler in consequence of bad water.
	6. 20 A.M.	19	- -	- -	- -	- - -	- -	19	- - High wind and dangerous state of road at Brent.
	12 night	15	- -	- -	- -	16	- -	–	
	6 - P.M.	- -	39	- -	- -	- - -	- -	39	- Detained by breaking of tender axle on 11 A.M. down train.
— 30	10 - A.M.	- -	30	- -	- -	- - -	- -	30	- - Heavy train and strong wind.
	1 ¼ P.M.	20	- -	- -	- -	13	- -	7	- - Delayed by luggage train.
	— 4	23	- -	- -	- -	15	- -	8	- - Delayed at Brent until mail train had passed down.
1840:									
Feb. - 1	10 - A.M.	17	- -	- -	- -	- - -	- -	17	- - Delayed at Coventry by down train, and very strong head wind.
	1 ¼ P.M.	21	- -	- -	- -	11	- -	10	- - Delayed at Wolverton by the 2 P.M. down train.
	6 —	25	- -	- -	- -	- - -	- -	25	Not stated.
— 2	1 ¼ —	- -	35	- -	- -	12	- -	23	Heavy train.
— 3	8 ½ A.M.	- -	40	- -	- -	13	- -	27	Pumps out of order.
	6 - P.M.	17	- -	- -	- -	- - -	17	–	- - Derby carriage off the rail.
	12 night	18	- -	- -	- -	35	- -	–	
— 4	1 ¼ P.M.	- -	- -	60	- -	12	- -	48	- - Heavy train and bad water.
— 8	1 ¼ —	5	- -	- -	- -	10	- -	–	
	4 —	- -	- -	65	- -	13	- -	52	- - Engine out of order, and detained at Harrow whilst mail train passed down on the up line in consequence of broken tender.
— 9	1 ¼ —	- -	41	- -	- -	17	- -	24	- - Delay at stations, many passengers and much luggage being taken up on the road.
— 10	6. 20 A.M.	16	- -	- -	- -	- - -	- -	16	High winds.
	10 —	26	- -	- -	- -	- - -	- -	26	- - Delay at stations, many passengers and much luggage taken up on the road.

(*continued*)

DATE.	TRAIN.	OVER TIME.				CIRCUMSTANCES WHICH HAVE CAUSED DELAY.			
		Under 30 Minutes.	30 Minutes and under 60 Minutes.	60 Minutes and under 90 Minutes.	90 Minutes and Upwards.	Trains late in starting which are in connexion with the Grand Junction.	Birmingham and Derby Trains Over Time.	OTHER CAUSES.	
1840:		*Min.*	*Min.*	*Min.*	*Min.*	*Min.*	*Min.*	*Min.*	
Feb. - 10	1 ¼ P.M.	- -	45	- -	- -	17	- -	28	- - High wind, and heavy train.
— 12	1 ¼ —	- -	30	- -	- -	13	- -	17	Heavy train.
— 13	10 - A.M.	20	- -	- -	- -	- - -	- -	20	- - Breaking of coupling bolt which connects engine with tender.
— 15	12 noon	25	- -	- -	- -	13	- -	12	- - Delayed taking on carriages at Coventry, which arrived only just in advance of the train, and not ready.
	1 ¼ P.M.	- -	39	- -	- -	36	- -	3	Heavy train.
— 17	1 ¼ —	- -	43	- -	- -	11	- -	32	- - High wind, and heavy train.
	4 —	- -	33	- -	- -	35	- -	—	
— 20	8 ½ A.M.	- -	35	- -	- -	32	- -	3	- - Delayed by fire bars falling out at Leighton.
— 22	10 - A.M.	- -	35	- -	- -	- - -	- -	35	- - High wind, and heavy train.
	1 ¼ P.M.	- -	50	- -	- -	10	- -	40	- Ditto.
	4 —	- -	- -	- -	121	34	10	77	- - Delayed at Harrow by luggage train having broken down.
— 23	8 ¼ A.M.	19	- -	- -	- -	13	- -	6	Engine out of order.
	1 ¼ P.M.	- -	37	- -	- -	12	- -	25	- - High wind, and heavy train.
— 24	1 ¼ P.M.	18	- -	- -	- -	10	- -	8	Short of steam.
— 25	5 —	- -	46	- -	- -	- - -	- -	46	- - Breaking of tender axle.
— 26	1 ¼ P.M.	- -	- -	62	- -	40	- -	22	Not stated.
— 29	1 ¼ —	- -	30	- -	- -	22	- -	8	- Ditto.
March - 2	10 - A.M.	- -	33	- -	- -	- - -	- -	33	- - High wind, and heavy train.
— 16	10 —	25	- -	- -	- -	- - -	- -	25	- Ditto.
	1 ¼ P.M.	- -	- -	79	- -	- - -	8	71	- - Engine pumps choked up.
— 19	1 ¼ —	- -	30	- -	- -	10	- -	20	- - Breaking of connecting rod.

RECAPITULATION.

Number of trains within time - - - - - - - - - -		686
Ditto over time of trains not in connexion with the Grand Junction Railway:		
Under 30 minutes - - - - - - - - -	11	
30 and under 60 — - - - - - - - - -	8	
60 - — - 90 — - - - - - - - - -	2	
		21
Ditto over time of trains in connexion with the Grand Junction Railway:		
Under 30 minutes - - - - - - - - -	23	
30 and under 60 — - - - - - - - - -	31	
60 - — - 90 — - - - - - - - - -	11	
90 minutes and upwards - - - - - - - - -	9	
		74
TOTAL Number - - -		781

Note.—The foregoing returns are according to Greenwich Time.

1 April 1840.

R. Creed, Secretary.

Appendix, No. 4.

GRAND JUNCTION RAILWAY.

RETURN, showing the Number of Occasions on which the PASSENGER or MAIL-TRAINS have failed to arrive at the appointed Hour at either of the present Termini, from 1 October 1839 to 31 March 1840.

	Arrivals at Birmingham.				Arrivals at Liverpool.				Arrivals at Manchester.			
	1st Class Trains.		2d Class Trains.		1st Class Trains.		2d Class Trains.		1st Class Trains.		2d Class Trains.	
Number of trains at or within the appointed time - -	–	659	–	186	–	676	–	163	–	625	–	186
Ditto late from 1 minute to 5 minutes - - -	64	–	31	–	44	–	58	–	41	–	45	–
Ditto between 5 — 10 — - - - -	46	–	26	–	31	–	33	–	40	–	15	–
Ditto — 10 — 15 — - - - -	34	–	15	–	28	–	26	–	21	–	18	–
Ditto — 15 — 30 — - - - -	39	–	35	–	51	–	20	–	80	–	31	–
Ditto from 1 — 30 — - - - -	——	183	——	107	——	154	——	137	——	182	——	109
Ditto between 30 — 45 — - - - -	29	–	9	–	27	–	6	–	33	–	9	–
Ditto — 45 — 60 — - - - -	9	–	4	–	11	–	2	–	16	–	4	–
Ditto — 30 — 60 — - - - -	——	38	——	13	——	38	——	8	——	49	——	13
Ditto — 60 — 75 — - - - -	4	–	2	–	8	–	2	–	12	–	1	–
Ditto — 75 — 90 — - - - -	–	–	4	–	3	–	1	–	6	–	1	–
Ditto — 60 — 90 — - - - -	——	4	——	6	——	11	——	3	——	18	——	2
Ditto above 90 - - - - - - -	–	5	–	2	–	9	–	3	–	14	–	4
TOTAL NUMBER OF TRAINS - - -	–	889	–	314	–	888	–	314	–	888	–	314

The majority of the detentions have arisen from derangements in the working part of the locomotive engines, which could not be foreseen, and to which all machinery is liable; from high winds and from the slippery state of the rails caused by damp or frosty weather. In two or three instances an extraordinary delay was caused by a fall of earth which had been loosened by the rains of the last unusually wet season, and for several days totally obstructed one line of road; it may also be mentioned that all the first class trains, in order to meet the public convenience, stop at seven, and some of them at eight stations on the line between Liverpool, or Manchester and Birmingham; that an unavoidable delay takes place at the junction with the North Union Railway at Parkside; latterly, the down-mail trains have been detained at Warrington (where those for Liverpool and Manchester are separated), to remove the letter-bags from the travelling Post-office to the Post-office tender, whilst the time allowed for these trains to perform the whole journey of 97½ miles is, from Birmingham to Liverpool and Manchester, four hours and 10 minutes, being at an average speed of nearly 23½ miles per hour, including stoppages; and from Liverpool and Manchester to Birmingham, four hours and a half, requiring an average speed of upwards of 21½ miles per hour, including stoppages.

The second class trains take up or set down passengers at more than 30 places between the termini.

Liverpool, 9 April 1840. *E. J. Cleather*, Superintendent.

Appendix, No 5.

Liverpool and Manchester Railway.

Appendix, No. 5.

LIVERPOOL AND MANCHESTER RAILWAY.

AN ACCOUNT of the Number of Occasions on which the PASSENGER or MAIL-TRAINS have failed to arrive at the appointed Hour at either of the present Termini, from the 1st October 1839 to 31st March 1840; distinguishing the Cases in which the Trains have been late by less than 15 Minutes, by less than 30 Minutes, by less than 60 Minutes, by less than 90 Minutes and upwards.

	Degree of Lateness.	1st Class Trains. Number of Occasions.	2d Class Trains. Number of Occasions.
Number of cases in which the trains have been late by less than	15 minutes	212	241
By less than	30 minutes	19	83
By less than	60 minutes	6	12
By less than	90 min. &c.	-	1
Number of cases in which the trains have arrived in the appointed time	-	1,569	1,337
Total Number of Trains or Arrivals, from the 1st October 1839 to 31st March 1840	-	1,806	1,674

N. B.—A head wind, or a small defect in the machinery, may cause a delay of a quarter of an hour; and a large proportion of the occasions of delay are of that class. The Second Class Trains, being occasionally required to stop 19 or 20 times between Liverpool and Manchester, it is quite impossible to be uniformly punctual in the arrivals.

10 April 1840. *W. G. Booth*, Treasurer.

Appendix, No. 6.

Great Western Railway.

Appendix, No. 6.

GREAT WESTERN RAILWAY.

A RETURN showing the Number of Cases in which PASSENGER or MAIL TRAINS have failed to arrive, at the appointed Hours, at either of the present Termini.

THE mail trains commenced running on the 4th February 1840.

Total number of trains from that day to the 10th March inclusive, was - - 72

Of which number there arrived within the time allowed by the Postmaster-General, between Twyford and Paddington, the termini of the line - -	69
There arrived within five minutes of the time - - - - - -	2
The arrival of one train was delayed upwards of an hour by the North Star engine getting off the line, but without any accident or injury to any passenger - - - - - - - - - - - - -	1
	72

N.B. Under orders from the Postmaster-General, 36 of the above trains were delayed at starting, owing to the non-arrival of mail-coaches or bags, and the time allowed is consequently reckoned from their actual departure.

The

Appendix. No. 6.

Great Western Railway.

The total number of passenger trains from the 1st Oct. to the 10th March was -		4,186
Of which number there arrived within five minutes of the prescribed time *N.B.* 1,876 of these were before time.	3,337	
There were delayed from five to fifteen minutes, principally owing to engines of inferior power or construction, with heavy loads - - -	590	
Arrival of trains delayed from 15 to 30 minutes, owing to the same causes, with occasional high winds, and the rails slippery from frost - -	183	
Arrival of trains delayed for upwards of 30 minutes, principally from the same causes, as well as from accidental derangement of machinery either in the pumps or the engine, such as the breaking of the excentric rod or strap, or the piston rod - - - - - - - - - - -	51	
Arrival of trains delayed above 60 minutes by slippery rails in frost, by the breaking of an engine or a tender axle, by derangement of pumps, requiring the fire to be extinguished, or by an engine being across the line, which latter case has only occurred three times, but without injury to any one -	25	
		4,186

Charles A. Saunders, Secretary.

Appendix, No. 7.

Appendix, No. 7.

London and South-Western Railway.

LONDON AND SOUTH-WESTERN RAILWAY.

A RETURN showing the Number of Cases in which PASSENGER or MAIL TRAINS have failed to arrive, at the appointed Hours, at either of the present Termini.

2,582 passenger and mail trains have been dispatched since the 1st October 1839. Of these, 234 have been behind time.

The particulars are as follows; viz.

149	have been behind time, by less than 30 minutes.
59	have been behind time, by less than 60 minutes.
26	have been behind time, by 60 minutes and upwards.
234	

The causes of delay were as under; viz.

25	late starting, owing to late arrival of mails and coaches.
21	detentions at stations, taking on stage-coaches, private carriages, &c.
42	by failure of engines.
4	by accidents to carriages.
84	by strong head-wind and slipping of engines.
13	by goods and ballast trains.
34	by slips of embankments or cuttings.
11	by other various causes.
234	

Appendix, No. 8.

LONDON AND BIRMINGHAM RAILWAY.

Appendix, No. 8.
London and Birmingham Railway.

(1.)—A RETURN showing the Hour of Departure of the Day Mail Train from *Birmingham*, and of its Arrival at *Liverpool* and *Manchester*, on the 18th day of January and the 18th day of May respectively.

	Departure from the Birmingham Railway Station.	Arrival at Liverpool Railway Station.	Arrival at Manchester Railway Station.
1840:	h. m.	h. m.	h. m.
18 January	3 — P.M.	7 50 P.M.	7 50 P.M.
18 May	2 56 —	6 35 —	6 45 —

(2.)—A RETURN showing the Hour of the Departure of the Day Mail Train from *Manchester* and *Liverpool*, and of its Arrival at *Birmingham*, on the 18th day of January and the 18th day of May respectively.

	Despatch from Liverpool Railway Station.	Despatch from Manchester Railway Station.	Arrival at the Birmingham Railway Station.
1840:	h. m.	h. m.	h. m.
18 January	3 30 A.M.	3 35 A.M.	8 3 A.M.
18 May	3 30 —	3 30 —	8 7 —

(3.)—A RETURN showing the Hour of the Departure from *London*, and of the Arrival at *Birmingham*, of the Day Mail Train, on the 18th day of January and the 18th day of May respectively.

	Departure from the London Railway Station.	Arrival at the Birmingham Railway Station.
1840:	h. m.	h. m.
18 January	9 33 A.M.	2 30 P.M.
18 May	9 47 —	2 30 —

(4.)—A RETURN showing the Hour of Departure from *Birmingham*, and of the Arrival at *London*, of the Day Mail Train on the 18th day of January and the 18th day of May respectively.

	Departure from the Birmingham Railway Station.	Arrival at the London Railway Station.
1840:	h. m.	h. m.
18 January	8 39 A.M.	1 20 P.M.
18 May	8 41 —	1 7 —

(signed) *Geo. Stow.*

(5.)—RETURN of 8¼ A. M. GRAND JUNCTION, and 1½ P M. LONDON TRAIN.

STATIONS.	Date.	Due.	Arrival.	After Time.	Despatch.	Passengers.		Carriages.		Carriage Trucks.	Horse Boxes.	Vans.	Total.
						1st Class.	2d Class.	1st Class	2d Class.				
Grand Junction arrived at		*h.* *m.*	*h.* *m.*	*h.* *m.*	*h.* *m.*								
Birmingham -	May 3	12 45	1 10	0 25	1 45	46	77½	4	6	3	2	1	16
Hampton - -	—	1 55	2 7	0 7	2 10	41	78	4	6	3	2	1	16
Coventry - -	—	2 20	2 30	0 10	2 33	43	84	4	6	3	2	1	16
Rugby - -	—	2 55	3 6	0 11	3 10	43	99	4	6	3	2	1	16
Blisworth - -	—	3 55	4 10	0 15	4 13	47	91½	4	6	3	2	1	16
Wolverton -	—	4 30	4 43	0 13	4 53	47	97½	4	6	4	3	1	18
Tring - -	—	5 30	6 5	0 35	6 9	49	104½	5	9	4	3	1	22
Watford - -	—	6 5	6 45	0 40	6 48	51	131½	5	9	4	3	1	22
London - -	—	7 30	7 40	0 10	- -	51	131½	5	9	4	3	1	22
Number of engines three; but detached one at Tring.													
Grand Junction arrived at													
Birmingham -	May 4	12 45	1 15	0 30	1 45	113	67	9	3	6	3	- -	21
Hampton - -	—	1 40	2 7	0 27	2 14	138	92	10	4	9	3	- -	26
Coventry - -	—	2 0	2 40	0 40	2 54	146	96	10	4	9	3	- -	26
Rugby - -	—	2 30	3 25	0 55	3 35	154	100	11	4	9	3	- -	27
Blisworth - -	—	3 30	4 50	1 20	4 54	162	110	11	4	10	3	- -	28
Wolverton -	—	3 55	5 20	1 25	5 38	163	114	11	5	10	3	- -	29
Tring - -	—	4 55	6 32	1 37	6 36	163	119	11	5	10	2	- -	28
Watford - -	—	5 25	7 5	1 40	7 9	163	123	11	5	10	2	- -	28
London - -	—	6 45	8 0	1 15	- -	163	123	11	5	10	2	- -	28
Two engines to Wolverton; three to Tring; two to London.													
Grand Junction arrived at													
Birmingham -	May 5	12 45	1 5	0 20	1 25	106	54	8	3	3	3	- -	17
Hampton - -	—	1 40	1 50	0 10	1 56	127	77	9	4	4	4	- -	21
Coventry - -	—	2 0	2 24	0 24	2 29	128	71	9	4	4	4	- -	21
Rugby - -	—	2 30	3 0	0 30	3 3	133	74	9	4	4	4	- -	21
Blisworth - -	—	3 30	4 4	0 34	4 7	134	77	9	4	4	4	- -	21
Wolverton -	—	3 55	4 39	0 44	4 53	136	85	10	4	4	3	- -	21
Tring - -	—	4 55	5 43	0 48	5 46	137	86	10	4	4	2	- -	20
Watford - -	—	5 25	6 20	0 55	6 23	140	89	10	4	4	2	- -	20
London - -	—	6 45	7 10	0 25	- -	140	89	10	4	4	2	- -	20
Two engines to Wolverton, and two to London.													
Grand Junction arrived at													
Birmingham -	May 6	12 45	1 25	0 40	1 45	113	69	9	3	4	5	- -	21
Hampton - -	—	1 40	2 20	0 30	2 27	153	96	12	5	5	5	- -	27
Coventry - -	—	2 0	2 57	0 57	3 2	156	99	12	5	4	5	- -	26
Rugby - -	—	2 30	3 35	1 5	3 40	155	97	12	5	4	5	- -	26
Blisworth - -	—	3 30	4 50	1 20	4 52	155	95	12	5	4	5	- -	26
Wolverton -	—	3 55	5 19	1 24	5 31	155	97	12	5	4	5	- -	26
Tring - -	—	4 55	6 22	1 27	6 27	155	98	12	5	4	5	- -	26
Watford - -	—	5 25	6 55	1 30	7 0	156	105	12	5	4	5	- -	26
London - -	—	6 45	7 55	1 10	- -	156	105	12	5	4	5	- -	26
Two engines to Wolverton; three to Tring; two to London.													

Return of 8 ¼ A.M. Grand Junction, and 1 ½ P.M. London Train—*continued.*

STATIONS.	Date.	Due.	Arrival.	After Time.	Despatch.	Passengers.		Carriages.		Carriage Trucks.	Horse Boxes.	Vans.	Total.
						1st Class	2d Class.	1st Class.	2d Class.				
Grand Junction arrived at		*h.* *m.*	*h.* *m.*	*h.* *m.*	*h.* *m.*								
Birmingham -	May 7	12 45	12 45	0 0	1 18	65	32 ½	6	2	4	2	- -	14
Hampton - -	—	1 40	1 41	0 1	1 49	83	55	7	3	5	4	- -	19
Coventry - -	—	2 0	2 12	0 12	2 19	84	65	7	3	5	4	- -	19
Rugby - -	—	2 30	2 47	0 17	2 51	85	63	7	3	5	5	- -	20
Blisworth - -	—	3 30	3 51	0 21	3 56	86	64	7	3	5	5	- -	20
Wolverton -	—	3 55	4 25	0 30	4 36	86	65	7	3	5	5	- -	20
Tring - -	—	4 55	5 27	0 32	5 30	86	66	7	3	5	5	- -	20
Watford - -	—	5 25	6 13	0 48	6 16	86	72	7	3	5	4	- -	19
London - -	—	6 45	7 7	0 22	- -	86	72	7	3	5	4	- -	19
Two engines to Kilsby Tunnel; one to Wolverton; two to Tring, and one to London.													
Grand Junction arrived at													
Birmingham -	May 8	12 45	12 45	0 0	1 18	69	41	6	2	1	1	- -	10
Hampton - -	—	1 40	1 44	0 4	1 59	92	71	8	3	6	4	- -	21
Coventry - -	—	2 0	2 27	0 27	2 31	95	75	8	3	6	4	- -	21
Rugby - -	—	2 30	3 3	0 33	3 6	95	76	8	3	6	4	- -	21
Blisworth - -	—	3 30	4 12	0 42	4 15	95	74	8	3	6	4	- -	21
Wolverton - -	—	3 55	4 45	0 50	4 58	96	74	8	3	6	4	- -	21
Tring - -	—	4 55	5 47	0 52	5 50	96	77	8	3	6	4	- -	21
Watford - -	—	5 25	6 25	1 0	6 27	96	83	8	3	6	4	- -	21
London - -	—	6 45	7 20	0 35	- -	96	83	8	3	6	4	- -	21
One engine to Wolverton; two to Tring, and one to London.													
Grand Junction arrived at													
Birmingham -	May 9	12 45	12 55	0 10	1 28	69	45	7	3	3	3	- -	16
Hampton - -	—	1 40	1 49	0 9	1 54	81	57	8	4	4	3	- -	19
Coventry - -	—	2 0	2 15	0 15	2 20	95	68	8	4	7	3	- -	22
Rugby - -	—	2 30	2 55	0 25	3 0	98	85	8	4	8	4	- -	24
Blisworth - -	—	3 30	4 1	0 31	4 4	103	89	8	4	8	4	- -	24
Wolverton - -	—	3 55	4 29	0 34	4 41	106	89	8	4	8	4	- -	24
Tring - -	—	4 55	5 33	0 38	5 36	106	89	8	4	8	4	- -	24
Watford - -	—	5 25	6 7	0 42	6 10	108	102	8	4	8	4	- -	24
London - -	—	6 45	6 59	0 14	- -	108	102	8	4	8	4	- -	24
Two engines to Wolverton; two to Tring; one to London.													

Memorandum.—A train is only considered as having arrived within time, when it has reached the respective stations previously to the time placed on the Time Tables.

Note—The time specified in the preceding return is the London time, without regard to the difference of longitude,

Making Birmingham 7 minutes slower than London.
— Coventry 6 - - - ditto.
— Rugby - 5 - - - ditto.
— Blisworth 4 - - - ditto.
— Wolverton 3 - - - ditto.
— Tring - 2 - - - ditto.
— Watford 1 - - - ditto.

(6.)—Number of Passengers, by the 8¼ o'Clock A.M. Train, leaving *Liverpool* and *Manchester*; showing the Number of Passengers joining and leaving at each First Class Station respectively, from 3d to 9th May 1840, both days inclusive.

May 3:			
From Liverpool to Warrington	10		
– Manchester to Warrington	9		
		19	
– Liverpool to Hartford	1		
– Manchester to Hartford	1		
		2	
– Liverpool to Crewe	5		
– Manchester to Crewe	2		
		7	
– Liverpool to Whitmore	–	1	
– Liverpool to Stafford	–	2	
– Liverpool to Birmingham	56		
– Manchester to Birmingham	8		
		64	
		95	
Less, stopping at Warrington	–	19	
			76
From Warrington to Hartford	3		
– Warrington to Crewe	1		
– Warrington to Birmingham	1		
		5	
Less, stopping at Hartford	–	5	
			–
From Hartford to Wolverhampton	1		
– Hartford to Birmingham	1		
		2	
Less, stopping at Crewe	–	8	
			6
			70
From Crewe to Birmingham	10		
– Crewe to Stafford	1		
		11	
Less, stopping at Whitmore	–	1	
			10
			80
– Whitmore to Birmingham	2		
– Whitmore to Stafford	1		
		3	
Less, stopping at Stafford	–	4	
			1
			79
From Stafford to Birmingham	–	3	
Less, stopping at Wolverhampton	–	1	
			2
			81
From Wolverhampton to Birmingham	–	–	1
Arrived at Birmingham	–	–	82

May 4:			
From Liverpool to Warrington	3		
– Manchester to Warrington	2		
		5	
– Manchester to Hartford	–	2	
– Liverpool to Crewe	–	4	
– Liverpool to Whitmore	–	1	
– Liverpool to Stafford	–	1	
– Manchester to Wolverhampton	–	1	
– Liverpool to Birmingham	97		
– Manchester to Birmingham	6		
		103	
		117	
Less, stopping at Warrington	–	5	
			112
From Warrington to Hartford	1		
– Warrington to Birmingham	3		
		4	
Less, stopping at Hartford	–	3	
			1
			113
From Hartford to Birmingham	–	5	
Less, stopping at Crewe	–	4	
			1
			114
From Crewe to Birmingham	–	5	
Less, stopping at Whitmore	–	1	
			4
			118
From Whitmore to Wolverhampton	2		
– Whitmore to Birmingham	2		
		4	
Less, stopping at Stafford	–	1	
			3
			121
From Stafford to Wolverhampton	5		
– Stafford to Birmingham	5		
		10	
Less, stopping at Wolverhampton	–	8	
			2
			123
From Wolverhampton to Birmingham	–	–	10
Arrived at Birmingham	–	–	133

(*continued*)

(6.)—Number of Passengers by the 8¼ o'Clock, A.M. Train, leaving Liverpool and Manchester, &c.—*continued.*

May 5:			
From Liverpool to Warrington -	8		
– Manchester to Warrington -	1		
		9	
– Liverpool to Hartford -	–	4	
– Liverpool to Crewe - -	–	1	
– Liverpool to Whitmore -	–	1	
– Liverpool to Wolverhampton	1		
– Manchester to Wolverhampton - - - - -	1		
		2	
– Liverpool to Birmingham -	68		
– Manchester to Birmingham -	11		
		79	
		96	
Less, stopping at Warrington -	–	9	
			87
From Warrington to Birmingham	2		
Less, stopping at Hartford -	4		
			2
			85
From Hartford to Stafford - -	4		
– Hartford to Wolverhampton	1		
– Hartford to Birmingham -	15		
		20	
Less, stopping at Crewe -	–	1	
			19
			104
From Crewe to Birmingham -	–	1	
Less, stopping at Whitmore -	–	1	
			–
– Whitmore to Stafford - -	1		
– Whitmore to Birmingham -	4		
		5	
Less, stopping at Stafford -	–	5	
			–
From Stafford to Wolverhampton	2		
– Stafford to Birmingham -	10		
		12	
Less, stopping at Wolverhampton - - - - - -	–	5	
			7
			111
From Wolverhampton to Birmingham - - - - - -	–	–	4
Arrived at Birmingham -	–	–	115
May 6:			
From Liverpool to Warrington -	4		
– Manchester to Warrington -	2		
		6	
– Manchester to Whitmore -	–	1	
– Liverpool to Stafford - -	–	2	
– Liverpool to Birmingham -	101		
– Manchester to Birmingham	7		
		108	
		117	
Less, stopping at Warrington -	–	6	
			111
From Warrington to Birmingham	–	–	1
			112

May 6—*continued.*			
From Hartford to Crewe - -	1		
– Hartford to Birmingham -	5		
		6	
Less, stopping at Crewe -	–	1	
			5
			117
From Crewe to Birmingham -	–	2	
Less, stopping at Whitmore -	–	1	
			1
			118
From Whitmore to Birmingham -	–	2	
Less, stopping at Stafford -	–	2	
			–
From Stafford to Wolverhampton	1		
– Stafford to Birmingham -	10		
		11	
Less, stopping at Wolverhampton	–	1	
			10
			128
From Wolverhampton to Birmingham - - - - - -	–	–	11
Arrived at Birmingham -	–	–	139
May 7:			
From Liverpool to Warrington -	2		
– Manchester to Warrington -	3		
		5	
– Manchester to Hartford -	–	1	
– Liverpool to Whitmore -	1		
– Manchester to Whitmore -	2		
		3	
– Manchester to Stafford -	–	1	
– Liverpool to Wolverhampton	1		
– Manchester to Wolverhampton - - - -	1		
		2	
– Liverpool to Birmingham -	40		
– Manchester to Birmingham	5		
		45	
		57	
Less, stopping at Warrington -	–	5	
			52
From Warrington to Hartford -	1		
– Warrington to Birmingham	1		
		2	
Less, stopping at Hartford -	–	2	
			–
From Hartford to Birmingham -	–	–	4
			56
Less, stopping at Whitmore -	–	–	3
			53
Less, stopping at Stafford -	–	–	1
			52

(6.)—Number of Passengers by the 8¼ o'Clock, A.M. Train, leaving Liverpool and Manchester, &c.—*continued.*

May 7—*continued.*			
From Stafford to Wolverhampton	5		
– Stafford to Birmingham -	10		
		15	
Less, stopping at Wolverhampton - - - - -	–	7	
			8
			60
From Wolverhampton to Birmingham - - - - -	–	–	14
Arrived at Birmingham -	–	–	74
May 8:			
From Liverpool to Warrington -	–	3	
– Manchester to Stafford -	–	1	
– Liverpool to Wolverhampton - - - - -	–	2	
– Liverpool to Birmingham -	38		
– Manchester to Birmingham	2		
		40	
		46	
Less, stopping at Warrington - - - -	–	3	
			43
From Warrington to Hartford -	–	4	
Less, stopping at Hartford -	–	4	
			–
From Hartford to Crewe - -	2		
– Hartford to Birmingham -	6		
		8	
Less, stopping at Crewe -	–	2	
			6
			49
From Whitmore to Stafford - -	1		
– Whitmore to Wolverhampton - - - - -	1		
– Whitmore to Birmingham -	1		
		3	
Less, stopping at Stafford -	–	2	
			1
			50
From Stafford to Wolverhampton - - - - -	1		
– Stafford to Birmingham -	6		
		7	
Less, stopping at Wolverhampton - - -	–	4	
			3
			53
From Wolverhampton to Birmingham - - - - -	–	–	8
Arrived at Birmingham -	–	–	61

May 9:			
From Liverpool to Warrington -	5		
– Manchester to Warrington -	1		
		6	
– Liverpool to Hartford -	7		
– Manchester to Hartford -	7		
		14	
– Liverpool to Whitmore -	–	1	
– Liverpool to Wolverhampton - - - - -	–	2	
– Liverpool to Birmingham -	55		
– Manchester to Birmingham	6		
		61	
		84	
Less, stopping at Warrington - - - - -	–	6	
			78
From Warrington to Stafford -	4		
– Warrington to Wolverhampton - - - - -	1		
		5	
Less, stopping at Hartford	–	14	
			9
			69
From Hartford to Stafford - -	7		
– Hartford to Birmingham -	12		
			19
			88
From Crewe to Birmingham -	1		
Less, stopping at Whitmore	1		
			–
From Whitmore to Stafford - -	1		
– Whitmore to Birmingham -	1		
	2		
Less, stopping at Stafford -	12		
			10
			78
From Stafford to Wolverhampton	5		
Less, stopping at Wolverhampton - - -	8		
			3
			75
From Wolverhampton to Birmingham - - - - -	–	–	5
Arrived at Birmingham -	–	–	80

(7.)—RETURN, showing the Load, the Time of Arrival at, and Departure from, the several Stations of

Date.	TRAIN LEFT.		LOAD. Carriages.	Horse-boxes.	Trucks.	Vans.	Total.	Arrived at Warrington.	Despatched.	Load from Warrington. Carriages.	Horse-boxes.	Trucks.	Vans.	Total.	Arrived at Hartford.	Despatched.
1840:		H. M.						H. M.	H. M.						H. M.	H. M.
May - 3	Liverpool -	8 15	5	3	3	–	11	9 15	9 20	8	4	4	1	17	9 50	9 55
– –	Manchester -	8 15	3	1	1	–	5	9 3								
– 4	Liverpool -	8 15	7	–	3	–	10	9 13	9 19	10	1	3	–	14	9 40	9 45
– –	Manchester -	8 15	3	1	–	–	4	9 –								
– 5	Liverpool -	8 15	6	1	2	–	9	9 14	9 19	9	2	2	–	13	9 52	9 57
– –	Manchester -	8 15	4	1	–	–	5	8 58								
– 6	Liverpool -	8 15	7	2	2	–	11	9 21	9 26	10	3	2	–	15	9 56	10 1
– –	Manchester -	8 15	3	–	1	–	4	9 –								
– 7	Liverpool -	8 15	7	1	–	–	8	9 4	9 10	10	1	–	–	11	9 35	9 40
– –	Manchester -	8 15	3	–	–	–	3	9 2								
– 8	Liverpool -	8 15	4	2	–	–	6	9 2	9 7	7	2	–	–	9	9 35	9 39
– –	Manchester -	8 15	3	–	–	–	3	9 –								
– 9	Liverpool -	8 15	5	1	2	–	8	9 7	9 12	8	1	2	–	11	9 39	19 44
– –	Manchester -	8 15	3	–	–	–	3	9 2								
The Time allowed for Enginemen to Arrive at, and Depart from, the several Stations - - - - - -								9 4	9 9	-	-	-	-	-	9 42	9 45

Date.	TRAIN LEFT.		Load from Whitmore. Carriages.	Horse-boxes.	Trucks.	Vans.	Total.	Arrived at Stafford.	Despatched.	Load from Stafford. Carriages.	Horse-boxes.	Trucks.	Vans.	Total.	Arrived at Wolverhampton	Despatched.
1840:		H. M.						H. M.	H. M.						H. M.	H. M.
May - 3	Liverpool -	8 15	8	4	4	1	17	11 37	11 41	8	4	4	1	17	12 18	12 22
– –	Manchester -	8 15														
– 4	Liverpool -	8 15	10	2	4	–	16	11 44	11 49	10	2	4	–	16	12 28	12 31
– –	Manchester -	8 15														
– 5	Liverpool -	8 15	9	3	–	–	12	11 38	11 44	9	3	–	–	12	12 20	12 25
– –	Manchester -	8 15														
– 6	Liverpool -	8 15	10	3	2	–	15	11 45	11 50	10	3	2	–	15	12 30	12 33
– –	Manchester -	8 15														
– 7	Liverpool -	8 15	10	1	1	–	12	11 26	11 30	10	1	1	–	12	12 3	12 8
– –	Manchester -	8 15														
– 8	Liverpool -	8 15	7	2	1	–	10	11 21	11 25	7	2	1	–	10	12 1	12 4
– –	Manchester -	8 15														
– 9	Liverpool -	8 15	8	3	3	–	14	11 30	11 35	8	3	3	–	14	12 15	12 20
– –	Manchester -	8 15														
The Time allowed for Enginemen to Arrive at, and Depart from, the several Stations - - - - - -								11 30	11 33	-	-	-	-	-	12 11	12 14

the 8¼ A.M. 1st Class Train from *Liverpool* and *Manchester*, from May 3 to May 9, 1840, inclusive.

Load from Hartford.					Arrived at Crewe.	Despatched.	Load from Crewe.					Arrived at Whitmore.	Despatched.
Carriages.	Horse-boxes.	Trucks.	Vans.	Total.			Carriages	Horse-boxes.	Trucks.	Vans.	Total.		
					H. M.	H. M.						H. M.	H. M.
8	4	4	1	17	10 29	10 33	8	4	4	1	17	11 –	11 4
10	1	4	–	15	10 25	10 31	10	2	4	–	16	11 4	11 7
9	3	–	–	12	10 29	10 32	9	3	–	–	12	11 3	11 17
10	3	2	–	15	10 30	10 33	10	3	2	–	15	11 1	11 5
10	1	1	–	12	10 13	10 16	10	1	1	–	12	10 52	10 55
7	2	1	–	10	10 9	10 13	7	2	1	–	10	10 45	10 50
8	3	3	–	14	10 17	10 22	8	3	3	–	14	10 55	11 –
- - - - - - - - - -					10 17	10 20	- - - - - - - - - -					10 58	11 1

Load from Wolverhampton.					Arrived at Birmingham.	REMARKS.
Carriages.	Horse-boxes.	Trucks.	Vans.	Total.		
					H. M.	
8	4	4	1	17	1 –	One train engine. Assistant engine from Warrington to Hartford, from Crewe to Whitmore, and from Stafford to Wolverhampton.
10	2	4	–	16	1 10	One train engine. Assistant engine from Warrington to Hartford, from Crewe to Whitmore, and from Stafford to Wolverhampton. Strong wind.
9	3	–	–	12	12 55	One train engine. No assistance.
10	3	2	–	15	1 15	One train engine. Assistant engine from Warrington to Whitmore, and from Stafford to Wolverhampton.
10	1	1	–	12	12 40	One train engine. No assistance.
7	2	1	–	10	12 37	One train engine. No assistance.
8	3	3	–	14	12 55	One train engine. No assistance.
- - - - - - - - - -					12 45	Train considered to be in time if it reaches Birmingham by one o'Clock P.M.

E. J. Cleather,
Secretary and Superintendent.

Appendix, No. 9.

Grand Junction Railway.

Appendix, No. 9. Merchandize Rates, 24 October 1838.

LIST OF RATES by Merchandize Trains, between *Birmingham*, *Liverpool*, and *Manchester*, as approved by the Directors, 24 October 1838; (referred to in the Evidence of *John Rutter Chorley*, Esq. 26 March 1840.)

		s.	d.
Ashes, in casks	*per cwt.*	1	3
Ale and porter, in casks		1	3
Apples, in casks		1	6
Anvils		1	3
Arms (iron)		1	3
Bales and cases (heavy)		1	6
Bacon and hams		1	3
Blacking, in casks		1	3
Baskets		5	–
Bellows		1	6
Bowes and hoofs, in casks		1	3
Bristles, in casks		1	6
Butter, ditto		1	3
Butter (cools)		1	6
Brimstone, in casks		1	3
Brimstone (loose)		1	6
Barilla		1	3
Boilers (iron)		1	6
Bottles (black), in crates		1	3
Bricks (Bristol)		1	6
Butter, in crocks		2	–
Bleaching powder		1	3
Block tin		1	3
Bullion, not insured		4	–
Bran, 4 *l.* per load		1	6
Beans (as grain)	*per ton*	22	6
Boxes (millinery)	*per cwt.*	5	–
Chains		1	3
Cement		1	3
Castings (heavy)		1	3
Currants, in butts, &c.		1	3
Coffee (raw)		1	3
Coffee (roasted)		1	6
Cider		1	3
Candles		1	6
Cheese		1	6
Canvas and cordage		1	3
Canes		2	–
Carboys, each glass		10	–
Cast-iron pots		1	6
Corkwood, per waggon load 4 *l.*		2	6
Chalk		1	3
Copper, loose, and in casks		1	3
Cullett, in casks		1	3
Clay, in casks		1	3
Dry-saltery, in casks, heavy		1	3
Drapery, trusses		2	–
Dyewoods		1	3
Drugs, in boxes		2	–
Eggs, in boxes and crates		1	6
Earthenware, in crates		1	6
Elephants' teeth		2	–
Emery, in casks		1	3
Fish (fresh), paid before		2	6
Fish (salt), in casks		1	3
Fruit (dry)		1	6
Fire-irons		1	6
Fenders		2	–
Feathers and quills	*per cwt.*	2	6
Floor-cloth		1	6
Furniture		3	–
Flour, in sacks & brls. (as grain)	*per ton*	22	6
Flax, hemp, and tow, in bales,	*per cwt.*	1	6
Fire bricks (Stourbridge)		1	3
Fire bricks, not covered, loose		1	3
Groceries, not specified		1	6
Glass, in crates and hhds., ditto		1	6
Glass (crown), in crates		3	–
Guns, in cases		1	6
Goods, out of trade		2	6
Grates, ovens, &c., loose casting		2	–
Grindstones		1	3
Glass (light)		2	6
Grain, not weighed or carted,	*per ton*	22	6
Hides (wet)	*per cwt.*	1	3
Hides (dry), in bales		1	6
Hair, in mats		2	–
Hops, in pockets		1	6
Hoops (iron)		1	6
Hoops (wood)		1	6
Horn tips, in casks		1	3
Hats, in cases and hhds.		5	–
Hurdles (iron)		1	6
Hardware, packed		1	6
Hides (dry), loose		2	–
Indigo, in chests		1	9
Iron hinges		1	3
Iron (liquor)		1	3
Iron, in bars, rods, pigs, and plates		1	3
Iron in sheet		1	6
Kelp		1	3
Lignum-vitæ		1	3
Lead (plumbers')		1	3
Lard, in casks		1	3
Luggage		2	6
Leather, in butts		1	6
Leather, in bundles		1	9
Leather, in trusses		2	–
Marble, in blocks		1	3
Marble, in slabs		2	–
Molasses		1	3
Mustard, in kegs		1	6
Metal (old), in casks and bags		1	3
Mahogany, in logs		1	3
Malt (as grain)	*per ton*	22	6
Music, in cases	*per cwt.*	3	–
Machines (weighing)		2	–
Mangles		2	6
Matchetts, in cases		1	6
Nails, in bags and casks		1	3
Nuts, in ditto		1	6
Needles, in boxes		1	6
Oranges and lemons		1	6
Oils, in casks and pipes		1	6
Oils, salad, in boxes and jars		2	6
Oats, in sacks (as grain)	*per ton*	22	6

Appendix, No. 9.

Merchandize Rates, 24 October 1838.

		s.	d.
Paper, coarse, for packing	*per cwt.*	1	6
Paper, fine writing, &c.		2	–
Pictures, in cases		3	–
Packs (Manchester), and linen		1	6
Palm oil		1	3
Paints, in casks		1	3
Pumice stone, in casks		1	3
Pearl shells, in packages		1	3
Poultry, live		2	6
Poultry, dead		2	–
Provisions, salt		1	3
Potatoes		1	3
Pipe clay		1	3
Pipes (iron)		1	3
Pig iron		1	3
Plates (iron boiler)		1	3
Quicksilver, in bottles		1	6
Rosin, pitch, and turpentine		1	3
Rags (ropes)		1	6
Rape cake		1	3
Rushes		3	–
Shell lac, in cases		1	6
Saltpetre, in bags		1	3
Shumac		1	3
Sugar, raw		1	3
Sugar, refined		1	6
Soap		1	3
Screws (iron)		1	3
Scythes and knives		1	6
Scythe stones		1	3
Seeds		1	6
Staves, pipe		1	3
Spades and shovels		1	6
Shot		1	3
Snuff		2	–
Shell-fish		1	6
Starch		1	6
Spelter		1	3
Slates		—	

		s.	d.
Silk, raw	*per cwt.*	2	–
Silk, manufactured		2	6
Shoes, in hampers		2	–
Spirits, wines, &c., packed		1	9
Ditto ditto in casks		1	6
Salmon, in boxes		2	6
Sad irons		1	3
Springs (coach)		1	6
Sponge		3	–
Steel, in bundles		1	3
Spoons, iron		1	6
Scale-beams, steelyards, &c.		1	6
Tallow		1	3
Tips (horn)		1	3
Tin, in boxes		1	3
Tobacco (leaf)		1	6
Tobacco (manufactured)		2	–
Tea, in chests		2	–
Trays (paper)		2	6
Trays (iron)		1	6
Tubing (copper)		2	6
Tubing (iron)		1	3
Toys		2	–
Trees, in bales and baskets (plants)		2	6
Tar		2	6
Turpentine (spirits)		1	6
Twigs, in bundles		2	6
Valonia		1	6
Varnish, in cases		2	–
Vices, in casks and loose		1	6
Vinegar		1	3
White-lead paint		1	3
Wire, in bundles and casks		1	3
Wire, bright		1	6
Wool, packs		2	6
Whiting, in casks		1	3
Winnowing machines		2	6
Woollen yarns		2	–
Zinc		1	3

Cattle, sheep, pigs, &c. 3 *l.* 10 *s.* per waggon.
Empty packages returned, charged according to circumstances.
No article, single, less than 1 *s.* 6 *d.*

Birmingham to Wolverhampton, Wolverhampton to Stafford, 10 *s.* per ton.

Liverpool and Manchester to Stafford and Wolverhampton, 2 *s.* 6 *d.* per ton less than Birmingham.

Stafford to Birmingham, half the rates in the above table.

Appendix, No. 10.

Grand Junction Railway.

LIST OF RATES by Merchandize Trains, on and after 1st June 1839, between *Birmingham, Liverpool,* and *Manchester.*

Appendix, No. 10.

Merchandize Rates, 1 June 1839.

		s.	d.
Ale and porter, in casks	*per cwt.*	1	1½
Anvils		1	1½
Apples, in casks		1	6
Arms (iron)		1	1½
Ashes, in casks		1	3
Bacon and hams		1	3
Bales and cases (heavy)		1	3
Barilla		1	3
Baskets		3	–
Beans (as grain)	*per ton*	20	–

		s.	d.
Bellows	*per cwt.*	1	3
Blacking, in casks		1	3
Bleaching powder		1	3
Block tin		1	1½
Boilers (iron)		1	3
Bottles (black), in crates		1	3
Bowes and hoofs, in casks		1	3
Boxes (millinery)		3	–
Bran, per load 4 *l.*		1	3
Bricks (Bristol)		1	6

Appendix, No. 10.

Merchandize Rates, 1 June 1839.

		s.	d.
Brimstone, in casks	*per cwt.*	1	3
Brimstone (loose)	*per cwt.*	1	3
Bristles, in casks	*per cwt.*	1	3
Buckles (iron)	*per cwt.*	1	3
Bullion, not insured	*per cwt.*	4	–
Butter, in casks	*per cwt.*	1	3
Butter (cools)	*per cwt.*	1	3
Butter, in crocks	*per cwt.*	1	6
Canes	*per cwt.*	2	–
Candles	*per cwt.*	1	3
Canvas and cordage	*per cwt.*	1	3
Carboys, each glass	*per cwt.*	10	–
Cast-iron pots	*per cwt.*	1	3
Castings (heavy)	*per cwt.*	1	1½
Cement	*per cwt.*	1	1½
Chalk	*per cwt.*	1	1½
Chains	*per cwt.*	1	–
Cheese (at the sender's risk)	*per cwt.*	1	3
Cider	*per cwt.*	1	3
Clay, in casks	*per cwt.*	1	1½
Coffee (raw)	*per cwt.*	1	3
Coffee (roasted)	*per cwt.*	1	3
Copper, loose and in casks	*per cwt.*	1	1½
Corkwood, per wagon load 4 *l.*		2	–
Cullet, in casks	*per cwt.*	1	3
Currants, in butts, &c.	*per cwt.*	1	1½
Drapery (trusses)	*per cwt.*	1	6
Drugs, in boxes	*per cwt.*	1	6
Dry-saltery, in casks (heavy)	*per cwt.*	1	3
Dyewoods	*per cwt.*	1	3
Earthenware, in crates	*per cwt.*	1	3
Eggs, in boxes and crates	*per cwt.*	1	6
Elephants' teeth	*per cwt.*	1	6
Emery, in casks	*per cwt.*	1	1½
Feathers	*per cwt.*	3	–
Fenders	*per cwt.*	1	6
Fire bricks (Stourbridge)	*per cwt.*	1	3
Fire bricks, not covered (loose)	*per cwt.*	1	3
Fire-irons	*per cwt.*	1	3
Fish (salt), in casks	*per cwt.*	1	3
Flax, hemp, and tow, in bales	*per cwt.*	1	3
Floor-cloth	*per cwt.*	1	3
Flour in sacks & brls. (as grain)	*per ton*	20	–
Fruit (dry)	*per cwt.*	1	3
Furniture (light)	*per cwt.*	3	–
Glass, in crates and hhds. (light)	*per cwt.*	1	6
Glass (crown), in crates	*per cwt.*	2	–
Glass (light)	*per cwt.*	3	–
Glass plate, cases not exceeding 3 ft. long	*per cwt.*	1	6
Ditto above 3 feet long	*per cwt.*	2	–
Goods, out of trade	*per cwt.*	2	–
Grain, not weighed or carted,	*per ton*	20	–
Grates, ovens, &c., loose casting,	*p'cwt.*	1	6
Grindstones	*per cwt.*	1	3
Groceries, not specified	*per cwt.*	1	3
Guns, in cases	*per cwt.*	1	3
Hair, in mats	*per cwt.*	1	6
Hardware, packed	*per cwt.*	1	3
Hats, in cases and hhds.	*per cwt.*	3	–
Hides (wet)	*per cwt.*	1	3
Hides (dry), in bales	*per cwt.*	1	3
Hides (dry), loose	*per cwt.*	1	6
Hoops (iron)	*per cwt.*	1	3
Hoops (wood)	*per cwt.*	1	3
Hops, in pockets	*per cwt.*	1	6
Horn tips, in casks	*per cwt.*	1	3
Hurdles (iron)	*per cwt.*	1	3
India rubber, in casks and bags	*per cwt.*	1	3
Indigo, in chests	*per cwt.*	1	6
Iron hinges	*per cwt.*	1	3
Iron liquor	*per cwt.*	1	3
Iron, in bars, rods, pigs and plates	*per cwt.*	1	1½
Iron, in sheets	*per cwt.*	1	3
Isinglass, in casks and bags	*per cwt.*	1	3
Kelp	*per cwt.*	1	3
Lard, in casks	*per cwt.*	1	3
Lead (plumbers')	*per cwt.*	1	1½
Leather, in butts	*per cwt.*	1	6
Leather, in bundles	*per cwt.*	1	6
Leather, in trusses	*per cwt.*	1	6
Lignum-vitæ	*per cwt.*	1	3
Luggage	*per cwt.*	2	–
Machines (weighing)	*per cwt.*	1	6
Mahogany, in logs	*per cwt.*	1	1½
Malt (as grain)	*per ton*	20	–
Marble, in blocks	*per cwt.*	1	3
Marble, in slabs	*per cwt.*	1	9
Matchetts, in cases	*per cwt.*	1	3
Metal (old), in casks and bags	*per cwt.*	1	1½
Molasses	*per cwt.*	1	3
Musical instruments, in cases	*per cwt.*	3	–
Mustard, in kegs	*per cwt.*	1	3
Needles, in boxes	*per cwt.*	1	3
Nails, in bags and casks	*per cwt.*	1	–
Nuts, in ditto	*per cwt.*	1	3
Oats, in sacks (as grain)	*per ton*	20	–
Oils, in casks and pipes	*per cwt.*	1	3
Oils (salad), in boxes and jars	*per cwt.*	2	–
Oranges and lemons	*per cwt.*	1	3
Packs (Manchester), and linen	*per cwt.*	1	3
Paints, in casks	*per cwt.*	1	3
Palm oil	*per cwt.*	1	3
Paper, coarse, for packing	*per cwt.*	1	3
Paper, fine writing, &c.	*per cwt.*	1	6
Pearl shells, in packages	*per cwt.*	1	1½
Pictures, in cases	*per cwt.*	3	–
Pig iron	*per cwt.*	1	1½
Pipe clay	*per cwt.*	1	1½
Pipes (iron)	*per cwt.*	1	3
Plates (iron boiler)	*per cwt.*	1	1½
Potatoes, per load 4 *l.*		1	1½
Poultry (dead)	*per cwt.*	2	–
Provisions (salt)	*per cwt.*	1	3
Pumice stone, in casks	*per cwt.*	1	3
Quicksilver, in bottles	*per cwt.*	1	6
Quills	*per cwt.*	3	–
Rags (ropes)	*per cwt.*	1	3
Rape cake	*per cwt.*	1	3
Rosin, pitch, and turpentine	*per cwt.*	1	3
Rushes	*per cwt.*	2	–
Sad irons	*per cwt.*	1	1½
Saltpetre, in bags	*per cwt.*	1	1½
Sarsaparilla	*per cwt.*	3	–
Scale-beams, steelyards, &c.	*per cwt.*	1	3
Screws (iron)	*per cwt.*	1	1½
Scythes and knives	*per cwt.*	1	3
Scythe stones	*per cwt.*	1	3
Seeds	*per cwt.*	1	3
Shell fish	*per cwt.*	1	6
Shell lac, in cases	*per cwt.*	1	3
Shoes, in hampers	*per cwt.*	2	–
Shot	*per cwt.*	1	3
Shumac	*per cwt.*	1	3
Silk (raw)	*per cwt.*	2	–
Silk (manufactured), and silk waste	*per cwt.*	2	–
Snuff	*per cwt.*	1	6
Soap	*per cwt.*	1	1½
Spades and shovels	*per cwt.*	1	3
Spelter	*per cwt.*	1	1½
Spirits, wines, &c. packed	*per cwt.*	1	6
Do. do. in casks	*per cwt.*	1	6
Spoons (iron)	*per cwt.*	1	3
Sponge	*per cwt.*	3	–
Springs (coach)	*per cwt.*	1	3
Starch	*per cwt.*	1	3

		s.	d.
Staves (pipe)	per cwt.	1	1½
Steel, in bundles		1	3
Sugar (raw)		1	1½
Sugar (refined)		1	3
Tallow		1	1½
Tar		1	3
Tea, in chests		1	6
Tin, in boxes		1	1½
Tips (horn)		1	3
Tobacco (leaf)		1	3
Tobacco (manufactured)		1	6
Toys		2	–
Trays (paper)		2	–
Trays (iron)		1	3
Trees, in bales and baskets (plants)		3	–
Tubing (copper)		2	–
Tubing (iron)	per cwt.	1	3
Turpentine (spirits)		1	3
Twigs, in bundles		2	–
Valonia		1	3
Varnish, in cases		1	6
Vices, in casks and loose		1	3
Vinegar		1	3
White lead paint		1	3
Whiting, in casks		1	3
Winnowing machines		2	–
Wire, in bundles and casks		1	3
Wire (bright)		1	3
Wool (packs)		2	–
Woollen yarns		1	6
Zinc		1	3

Live poultry, fresh fish, salmon in boxes, 2 *s.* 6 *d.* (not delivered).
Cattle, sheep, pigs, &c. 3 *l.* 10 *s.* per waggon.
Empty packages returned, charged according to circumstances.
No article, single, less than 1 *s.* 6 *d.*

Birmingham to Wolverhampton, Wolverhampton to Stafford, 10 *s.* per ton.

Liverpool and Manchester, to Stafford and Wolverhampton, 2 *s.* 6 *d.* per ton less than to Birmingham.

Stafford to Birmingham, half the rates in the above table.

Between Warrington and Birmingham, 2 *s.* per ton less than from Liverpool to Birmingham.

Between Warrington and Wolverhampton, 4 *s.* per ton less than from Liverpool to Birmingham.

No article charged less than as one cwt.

Appendix, No. 11.

PAPERS delivered in by Captain *Lawes*, referred to in his Evidence of 20 & 21 May 1840.

(1.)—ROCHDALE STATION.

MONTHLY SUMMARY of the Number of Passengers conveyed from Rochdale Station to other Stations, and the Gross Amount received from such Passengers, from Tuesday the 3d of March 1840 to Monday the 6th of April 1840, both days inclusive.

To what Station.	Class.	Commencing No. of Ticket.	Closing No. of Ticket.	No. of Passengers. 1st Class.	2d Class.	3d Class.	Fares.	Received from Passengers by 1st Class.	2d Class.	3d Class.	Intermediate Distances.	Miles Travelled. 1st Class.	2d Class.	3d Class.
							s. d.	£. s. d.	£. s. d.	£. s. d.	Miles.			
Manchester	1st	2,184	2,428	244	–	–	3 –	36 12 –	– – –	– – –	10¼	2,501¼	–	–
	2d	120	991	–	871	–	2 –	– –	87 2 –	– – –	–	–	8,927¾	–
	3d	5,410	11,917	–	–	6,507	1 –	– –	– – –	325 7 –	–	–	–	66,696¾
Mills Hill	1st	220	232	12	–	–	1 6	– 18 –	– – –	– – –	4¾	57	–	–
	2d	1,569	1,653	–	84	–	1 –	– –	4 4 –	– – –	–	–	399	–
	3d	670	2,311	–	–	1,641	– 6	– –	– – –	41 – 6	–	–	–	7,794¾
Blue Pits	1st	940	943	3	–	–	1 6	– 4 6	– – –	– – –	2¼	7½	–	–
	2d	64	84	–	20	–	1 –	– –	1 – –	– – –	–	–	50	–
	3d	899	1,516	–	–	617	– 6	– –	– – –	15 8 6	–	–	–	1,542½
Littleborough	1st	1,170	1,193	23	–	–	1 6	1 14 6	– – –	– – –	3¼	74¾	–	–
	2d	6,219	6,377	–	158	–	1 –	– –	7 18 –	– – –	–	–	513½	–
	3d	7,890	10,739	–	–	2,849	– 6	– –	– – –	71 4 6	–	–	–	9,259¼
Totals	–	–	–	282	1,133	11,614	–	39 9 –	100 4 –	453 – 6	–	2,640½	9,890¼	85,293¼

DESCRIPTION OF CARRIAGE.	Number of Passengers.	Miles Travelled.	Amount received for Fares.	Rate per Cent.	Duty Payable.
			£. s. d.		£. s. d.
First Class - - - - - - - -	282	2,640¼	39 9 –	10	3 18 10¾
Second Class - - - - - - -	1,133	9,890	100 4 –	5	5 – 4¾
Third Class - - - - - - - -	11,614	85,293¼	453 – 6	2½	11 6 6¼
TOTALS - - -	13,029	97,823¾	592 13 6	- -	20 5 9¾

(2.)—MANCHESTER AND LEEDS RAILWAY COMPANY.

AN ACCOUNT of the Number of PASSENGERS conveyed for HIRE, Monthly, along the Railway called "THE MANCHESTER AND LEEDS RAILWAY," and the Gross Amount received for Fares from such Passengers at the respective Stations, (the maximum rate of Fares allowed by the Company's Act of Incorporation is Threepence Halfpenny per Mile per Passenger; any distance under Six Miles charged as such), from Tuesday the 3d of March 1840 to Monday the 6th of April 1840, both days inclusive.

Name of Station.	Class.	No. of Passengers.			Amount received from Passengers by			Miles Travelled by			Rate of Duty per Cent.	Amount of Duty.
		1st Class.	2d Class.	3d Class.	1st Class.	2d Class.	3d Class.	1st Class.	2d Class.	3d Class.		
					£. s. d.	£. s. d.	£. s. d.					£. s. d.
Manchester -	1st	911	–	–	152 9 –	- - -	- - -	10,361½	–	–	10	15 4 10¾
	2d	–	4,789	–	- - -	405 2 –	- - -	–	43,390¼	–	5	20 5 1¼
	3d	–	–	15,646	- - -	- - -	706 16 –	–	–	139,344¼	2½	17 13 4¾
Mills Hill - -	1st	114	–	–	9 12 –	- - -	- - -	651¾	–	–	10	– 19 2½
	2d	–	2,443	–	- - -	123 13 –	- - -	–	12,653¾	–	5	6 3 7¾
	3d	–	–	6,973	- - -	- - -	182 11 6	–	–	37,588¾	2½	4 11 3½
Blue Pits - -	1st	32	–	–	3 17 –	- - -	- - -	235½	–	–	10	– 7 8½
	2d	–	196	–	- - -	13 13 –	- - -	–	1,351¾	–	5	– 13 7¾
	3d	–	–	3,080	- - -	- - -	102 11 6	–	–	16,141½	2½	2 11 3½
Rochdale - -	1st	282	–	–	39 9 –	- - -	- - -	2,640¼	–	–	10	3 18 10¾
	2d	–	1,133	–	- - -	100 4 –	- - -	–	9,890¼	–	5	5 – 4¾
	3d	–	–	11,614	- - -	- - -	453 – 6	–	–	85,293¼	2½	11 6 6¼
Littleborough -	1st	518	–	–	99 4 –	- - -	- - -	6,626	–	–	10	9 18 4¾
	2d	–	1,833	–	- - -	211 7 6	- - -	–	22,303	–	5	10 11 4½
	3d	–	–	7,163	- - -	- - -	322 15 –	–	–	54,831	2½	8 1 4½
TOTALS - -	–	1,857	10,394	44,476	304 11 –	853 19 6	1,767 14 6	20,515	89,589	333,198¾	–	117 7 1½

FRIDAY, 27TH MARCH 1840.

—	———	1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	Total Passengers	Fare.	Amount.
															s. d.	£. s. d.
426	Mills Hill, First -	–	–	–	–	–	–	–	–	–	426	–	–	–	1 6	—
1,038	— Second	1,042	1,048	1,051	1,055	1,064	1,077	1,081	1,084	1,085	1,089	–	–	51	1 –	2 11 –
1,287	— Third -	1,288	1,293	1,295	1,307	1,328	1,341	1,356	1,371	1,388	1,404	–	–	117	– 6	2 18 6
	Heywood Bridge,															
198	— First -	–	–	–	–	–	–	–	–	–	198	–	–	–	2 6	—
208	— Second	–	–	–	–	209	–	211	–	–	211	–	–	3	1 6	– 4 6
76	— Third -	78	79	80	82	–	83	88	89	–	59	–	–	13	1 –	– 13 –
98	Rochdale, First -	99	–	–	–	100	–	–	101	–	103	–	–	5	3 –	– 15 –
626	— Second	629	–	634	635	638	639	641	644	648	655	–	–	29	2 –	2 18 –
4,302	— Third -	4,308	4,315	4,320	4,329	4,350	4,363	4,378	4,389	4,405	4,417	–	–	115	1 –	5 15 –
195	Littleboro', First -	198	–	–	203	208	212	–	217	–	217	–	–	22	4 –	4 8 –
192	— Second	199	–	200	203	211	217	218	225	227	230	–	–	38	2 6	4 15 –
362	— Third -	369	371	372	373	376	385	402	416	423	426	–	–	64	1 6	4 16 –
														457		29 14 –

Parcels inwards - - - - - - -		– 8 2
Parcels outwards - - - - - - -		– 3 2
Gentlemen's carriages - - - - - -		—
Live stock - - - - - - -		—
Heavy goods - - - - £. – 10 6		
Goods passed to account - - - 30 15 1		
	31 5 7	
	61 10 11	
Amount paid on parcels - - - - -	1 – 7	
Net Proceeds - - - £.	60 10 4	

SATURDAY, 28TH MARCH 1840.

—	———	1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	Total Passengers	Fare.	Amount.
															s. d.	£. s. d.
426	Mills Hill, First -	–	–	–	–	–	427	–	430	–	430	–	–	4	1 6	– 6 –
1,089	— Second	1,093	1,097	1,099	1,157	1,113	1,119	1,132	1,148	1,158	1,165	–	–	76	1 –	3 16 –
1,404	— Third -	1,405	1,408	1,415	1,431	1,497	1,537	1,599	1,656	1,725	1,756	–	–	352	– 6	8 16 –
	Heywood Bridge,															
198	— First -	–	–	–	–	–	–	199	–	–	199	–	–	1	2 6	– 2 6
211	— Second	–	–	–	–	–	–	214	216	–	216	–	–	5	1 6	– 7 6
89	— Third -	–	–	90	93	106	109	116	121	149	158	–	–	69	1 –	3 9 –
103	Rochdale, First -	106	–	–	–	–	–	–	–	107	109	–	–	6	3 –	– 18 –
655	— Second	–	656	657	660	–	670	672	677	681	683	–	–	28	2 –	2 16 –
4,417	— Third -	4,431	4,437	4,444	4,463	4,491	4,511	4,553	4,607	4,604	4,676	–	–	259	1 –	12 19 –
217	Littleboro', First -	219	–	–	220	225	–	226	228	229	231	–	–	14	4 –	2 16 –
230	— Second	237	–	238	249	258	263	264	269	274	275	–	–	45	2 6	5 12 6
426	— Third -	431	440	450	454	460	472	482	492	503	504	–	–	78	1 6	5 17 –
														937		47 15 6

Parcels inwards - - - - - - -		– 4 8
Parcels outwards - - - - - - -		– 2 –
Seventy-four head live stock - - - -		1 10 –
Gentlemen's carriages - - - - - -		—
Heavy goods - - - - £. 1 11 3		
Goods passed to account - - - 27 17 –		
	29 8 3	
	79 – 5	
Paid on parcels - - - - - - -	– 11 11	
Net Proceeds - - - £.	78 8 6	

Appendix, No. 12.

TABLE, prepared by Captain *Lawes*, showing the Actual Amount of Loss, by the adoption of Captain *Lawes'* Proposition, in

	Distance opened.	Fares, per Mile.			Number of Passengers.				Miles Travelled.			Gross Receipts from Passengers.		
		1st.	2d.	3d.	First.	Second.	Third.	Total.	First.	Second.	Third.	First.	Second.	Third.
		d.	*d.*	*d.*								£. *s.* *d.*	£. *s.* *d.*	£. *s.* *d.*
Dundee and Arbroath, 1 month	14½	2	1½	1	18,487	27,323	100,236	146,046	145,991	355,939	814,115	1,091 11 7	2,041 3 2	3,868 1 6
8 months	16	–	–	–	Average for 5 months.				Average for 5 months.			Average for 5 months.		
Dundee and Newtyle -	10¼	1 & 756	1 & 463	1 & 170	763	10,418	46,249	57,430	7,317	79,879	416,338	54 19 –	528 3 9	2,026 18 3
Glasgow, Paisley, Kilmarnock, and Ayr.	10½	2	1½	1	936	14,263	39,782	54,981	120,814 Averaged for each class.	302,035	3d class fares 50 p' cent., put as 2.	670 6 10	1,675 17 3 Average for each class.	*See* before.
Edinburgh and Dalkeith	8¼	1·21	0·96	–	1,930	202,223	- -	204,153	15,440	1,213,338 average, 6 each.	- -	80 8 4	5,357 5 11	- - -
Leith Branch of ditto -	4	–	0·91	–	- -	51,477	- -	51,477	- -	200,760 averaged 3·900 each.	- -	- - -	759 18 9	- - -
Monkland and Kirkintilloch.	12	–	–	about ¾	- -	- -	2,464	2,464	- -	- -	17,829	- - -	- - -	53 4 –
Paisley and Renfrew -	3	2	1¾	–	6,440	93,723	- -	100,163	19,146	19,146 The miles do not average half a mile per passenger.	- -	171 – –	1,629 9 10	- - -
Wishaw and Coltness -	6½	–	–	under 1	- -	- -	4,303	4,303	- -	- -	24,418	- - -	- - -	93 18 4

This Table includes all the Scotch lines, whose returns have been published by the Select Committee of the House of Commons on Railways, on the 2d and 25th May 1840.

RESULT.

	£. *s.* *d.*
Present Duty - - - - - - - - - - - - - - - -	1,954 8 1
Captain Lawes' proposition - - - - - - - - - - - - - -	1,380 1 11
Loss to Government by the Scotch Lines - - - £.	574 6 2

The undermentioned Four Lines have been collected from Printed Returns sent down since the above of the Scotch, and the accompanying Papers of English Lines, were made out:

Brandling Junction, 3 months	6	2	1½	–	24,586	204,106	-	-	228,692	204,168	1,424,736	-	-	1,491 10 8	7,112 12 2	- - -
5 months	15¼	1¾	1	–	—	—	—		—	—	—	—		—	—	—
Leicester and Swannington.	–	1 & 8948	1 & 342	–	798	16,852	-	-	17,650	7,531	138,777	-	-	55 16 3	746 18 9	- - -
London and Croydon -	10½	2	1½	–	65,803	303,508	-	-	369,311	575,699	2,414,937	-	-	5,267 7 7	15,515 16 5	- - -
London and Greenwich	3¾	3⅕	2 2/15	–	62,961	1,072,614	-	-	1,135,575	236,102	4,022,294	-	-	3,147 17 –	36,126 3 1	- - -

RESULTS.

	£. *s.* *d.*
Captain Laws' proposition - - - - - - - - - - - - - -	4,747 1 4
Present Duty - - - - - - - - - - - - - - - -	4,700 10 8
Gain to Government - - - £.	46 10 8

1 June 1840.

Appendix, No. 12.

levying the Government Duty on Railway Passengers on the *Scotch* Lines, instead of the one now in operation, 1840.

Duty at 1-8th of a Penny per Passenger per Mile.			Captain Lawes' Proposition.			Present Duty.	10, 5, and 2½ per Cent. Duty.	LESS.	MORE.
First.	Second.	Third.	10 per Cent. on 1st.	5 per Cent. on 2d.	2½ per Cent. on 3d.				
£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.
76 – 8	185 7 8	424 – 4	109 3 1	102 1 2	- - -	685 8 8	404 12 2	280 16 6	—
—	—	3d class over 40 per cent.		193 8 –	—	—	—	—	—
3 16 2	41 12 –	216 16 10	5 9 10	101 6 10	Third class	262 5 –	159 13 –	102 12 –	—
	2d class over 70 per cent.		52 16 4		are over 60 per cent.				
62 18 5	157 6 2	*See* before.	67 – 8	83 15 10	*See* before.	220 4 7	159 16 6	69 8 1	—
8 – 10	631 18 11	- - -	543 15 5	Second class more than 70 cent.	- - -	639 19 9	543 15 5	96 4 4	—
- - -	104 11 3	- - -	- - -	As the fare is less than the 3d, although called 2d, I have called it 3d.	18 19 11	104 11 3	18 19 11	85 11 4	—
- - -	- - -	9 5 8	- - -	- - -	1 6 7	9 5 8	1 6 7	7 19 1	—
9 19 5	9 19 5	- - -	17 2 –	- - -	- - -	19 18 10	98 11 5	- - -	78 12 7
- - -	- - -	12 14 4	- - -	81 9 5	2 6 11	12 14 4	2 6 11	10 7 5	—
					Duty now payable to Government - - - - £.	1,954 8 1			
					Duty to be paid to Government, as proposed by Captain Lawes, R. N. - £.		1,380 1 11		
					Seven Lines to pay less, as proposed by Captain Lawes, R. N. - - - - - - £.			652 18 9	
					Paisley and Renfrew to pay more, as proposed by Captain Lawes, R. N. - - - - - - - £.				78 12 7

106 6 9	742 9 4	- - -	149 3 –	355 12 7	- - -	848 16 1	504 15 7	344 – 6	—
—	—	—	—	—	—	—	—	—	—
3 18 3	72 5 7	- - -	5 11 7	37 6 11	- - -	76 4 –	42 18 6	33 5 6	—
299 16 10	1,257 15 7	- - -	2,078 6 4	Over 70 p'cent.	- - -	1,557 12 5	2,078 6 4	- - -	520 13 11
122 19 4	2,094 18 10	- - -	314 14 10	1,806 6 1	- - -	2,217 18 2	2,121 – 11	96 17 3	—
					Duty now payable to Government - - - - £.	4,700 10 8			
					Captain Lawes' proposition - - - - - - - - £.		4,747 1 4		
					To pay less on new than old System - - - - - - - - - - £.			474 3 3	
					To pay more on Captain Lawes' proposition than the present System - - - - - - - - £.				520 13 11

(E. E.)

(signed) *William Robinson.*

Appendix, No. 13. - - - - - - - -

TABLE, prepared by Captain *Lawes*, showing the Actual Amount of GAIN by the adoption of Captain *Lawes'* Proposition in

	Distance opened.	Number of Passengers.				Number of Miles Travelled.			FARE.			Gross Receipts for Passengers.		
		First.	Second.	Third.	TOTAL.	First.	Second.	Third.	1st.	2d.	3d.	First.	Second.	Third.
									d.	d.	d.	£. s. d.	£. s. d.	£. s. d.
Bolton & Leigh, including the Kenyon and Leigh Junction.	10	20,740	49,558	- -	70,298	163,851	163,851	- -	2·44	1·77	–	2,229 1 6	3,262 2 11	- - -
									Average about			Total receipts.		
Durham and Sunderland.	16	No particulars -		- -	96,962	-	752,632	- - -	–	1	–	-	4,321 18 7	- - -
Leeds and Selby	20	33,584	103,379	21,189	158,152	50,379	50,379	29,841	$2\frac{1}{2}$	$1\frac{6}{7}$	$1\frac{3}{10}$	4,485 – –	11,446 – –	1,376 – –
		Also mail	Day and night.			Also mail	Day and night.							
London and Birmingham.	112	191,923	245,236	- -	437,159	15084691	13181884	Mail	$3\frac{3}{483}$ $3\frac{}{214}$	$2\frac{}{143}$ $2\frac{}{679}$	–	206,916 6 –	119,933 3 7	- - -
Manchester, Bolton, and Bury.	10	33,434	185,877	- -	219,311	308,791	1,574,342	- -	3	$1\frac{8}{10}$	–	3,914 10 –	11,956 5 –	- - -
Manchester and Leeds.	$13\frac{1}{2}$	13,746	69,635	305,256	388,637	148,232	590,611	2,319,571	3	2	1	2,127 8 –	5,413 15 7	12,585 13 1
		Also mail				Also mail		Mail	$2\frac{4}{5}$					
Grand Junction	$97\frac{1}{4}$	253,673	117,055	14,453	385,182	16383384	4,977,357	1,401,989	$2\frac{1}{2}$	$2\frac{1}{10}$	$1\frac{1}{3}$	178,915 12 9	44,836 15 3	7,616 9 10
						Miles in one Total.								
Great Western, 2 months	22					Average $\frac{1}{4}$	Average $\frac{3}{4}$							
7 months	31	123,779	385,372	- -	509,191	2,319,743	6,959,228	- -	$2\frac{7}{8}$	$1\frac{3}{4}$	–	40,661 13 11	40,661 13 11	- - -
		Also mail						Mail	$2\frac{55}{}$					
Liverpool and Manchester.	$30\frac{1}{2}$	286,591	286,329	- -	572,920	6,512,323	5,887,130	- -	$2\frac{36}{}$	$1\frac{77}{}$	–	65,285 9 4	38,111 4 8	- - -
								Mail	$2\frac{14}{59}$	$1\frac{1}{3}\frac{54}{59}$				
Newcastle and Carlisle.	59	14,440	185,894	- -	200,334	344,412	3,172,031	- -	$2\frac{5}{59}$	$1\frac{1}{3}\frac{6}{59}$	–	3,075 3 9	20,984 13 7	- - -
								Mail	$2\frac{2}{3}$					
Newcastle and North Shields.	$6\frac{3}{4}$	40,170	356,556	- -	396,726	284,242	5,518	- -	$1\frac{7}{9}$	$0\frac{8}{9}$	–	2,022 12 3	8,797 16 3	- - -
North Union is 22 miles, but to Liverpool or Manchester	37	80,573	70,039	- -	150,612	1,443,173	1,021,218	- -	$2\frac{43}{}$	$1\frac{62}{}$	–	17,351 6 10	8,153 7 8	- - -

REMARKS.

DURHAM and SUNDERLAND.—As they give no distinction of first or second class passenger, and as their rate per mile averages 1 *d.* only, I have set down the whole number as second class passengers.

LEEDS and SELBY.—There must be a great mistake either in giving or printing the figures for mileage, as the Government returns only show figures for about 68 *l.* duty, whereas their last half-yearly report states 882 *l.* 1 *s.* 2 *d.* as being paid for less time.

GREAT WESTERN.—As the first class passengers are nearly one-fourth of the whole number, and as the fare of the first is double that of the second, I take the receipt for the first class as one-half of the whole amount.

RESULT.

	£. s. d.
Duty payable on Captain Lawes' scale - - - - - - - - - -	72,393 12 2
Ditto - at present - - - - - - - - - - - -	44,574 12 3
Government will gain by the change - - - - - £.	27,818 19 11

June 1840.

Appendix, No. 13.

levying the Government Duty on Railway Passengers on the *English* Railways, instead of the one now in operation, 1840.

Government Duty. First.	Government Duty. Second.	Government Duty. Third.	Captain Lawes' Proposition. First, 10 per Cent.	Captain Lawes' Proposition. Second, 5 per Cent.	Captain Lawes' Proposition. Third, 2½ per Cent.	Duty at present.	Duty at 10, 5, and 2½ per Cent.	Duty less than at present Payable.	Duty more than at present Payable.
£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.
85 6 9	188 4 1	- - -	222 18 1	163 2 1	- - -	373 10 10	386 - 2	- - -	112 9 4
	Average class.								
- - -	391 19 11	- - -	- - -	216 1 11	- - -	391 19 11	216 1 11	175 18 -	—
26 4 9	26 4 9	15 10 10	448 10 -	572 6 -	34 8 -	68 - 4	1,055 4 -	- - -	987 3 8
7,856 12 2	6,865 11 3	- - -	20,691 18 7	5,996 13 2	- - -	14,722 3 5	26,688 11 9	- - -	11,966 8 4
160 16 6	819 19 4	- - -	391 9 -	597 16 3	- - -	980 15 10	989 5 3	- - -	8 9 5
77 4 1	307 12 2	1,208 2 2	212 14 9	270 13 9	314 12 9	1,592 18 5	798 1 3	794 17 2	—
8,533 - 3	2,542 7 5	730 4 -	17,891 11 3	- - -	- - -	11,805 11 8	22,756 1 1	- - -	10,950 9 5
Second class over 70 per cent.		- -	4,483 13 6						
Third class fare over 40 per cent.		- -	- - -	380 16 4					
1,208 3 11	3,624 11 9	- - -	4,066 3 4	2,033 1 8	- - -	4,832 15 8	6,099 5 -	- - -	1,266 9 4
3,391 16 10	3,066 4 3	- - -	6,528 10 11	1,905 11 2	- - -	6,458 1 1	8,434 2 1	- - -	1,976 1 -
179 7 7	1,652 1 11	- - -	307 10 4	- - -	- - -	1,831 9 6	2,405 19 8	- - -	574 10 2
Second class exceeding 70 per cent.		-	2,098 9 4						
148 - 10	185 14 1	- - -	202 5 2	- - -	- - -	333 14 11	422 4 -	- - -	88 9 1
Second class fare under 40 per cent.		-	- - -	- - -	219 18 10				
751 13 -	531 17 8	- - -	1,735 2 8	407 13 4	- - -	1,283 10 8	2,142 16 -	- - -	859 5 4

Amount of Duty now payable by the above Lines - £. 44,574 12 3

Amount of Duty payable on a Scale of 10 per cent. for the First Class, 5 per cent. for the Second, and 2½ per cent. for the Third, as proposed by Captain Lawes, R.N. - - - - - - - - £. 72,393 12 2

On the adoption of Lawes' proposition:

Amount less than now payable by the Durham and Sunderland, and the Manchester and Leeds Railway Companies - - - - - - - - - - - £. 970 15 2

Amount more than now payable by all the other Lines, as shown above - - - - - - - - £. 28,789 15 1

All fares exceeding 70 per cent. of the maximum to be considered first class, and the receipts chargeable with 10 per cent. for duty.

Ditto - ditto 40 - - ditto - - but not 70 - - second class - - - ditto - - - 5 - ditto.

Ditto not ditto 40 - - ditto - - - - - - - - third class - - - - ditto - - - 2½ - ditto.

This Table includes all the English lines whose returns have been published by the Select Committee of the House of Commons on Railways on the 2d and 25th May 1840.

(E. E.)

(signed) *William Robinson.*

Appendix, No. 14.

PAPERS delivered in by Mr. *Richard Smith*, and referred to in his Evidence of 1 June 1840.

(1.)—A COMPARATIVE VIEW of the PRODUCE of the TAX of One-eighth of a Penny per Mile upon Passengers conveyed upon Railroads, and of the Tax of Ten per cent., Five per cent., and Two-and-a-half per cent. upon the Fares of First, Second, and Third-class Passengers respectively, as suggested by Captain *Lawes;* calculated upon the Accounts rendered to the Select Committee on Railways, Papers, Nos. 10 & 12.

NAME of the Railway.	Classes of Carriages used.	Received for Fares.	Present Duty.	PROPOSED DUTY.		
				Amount.	Increase.	Decrease.
		£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.
Bolton and Leigh - -	--first and second.	5,491 4 5	273 10 11	386 - 2	112 9 3	
London and Birmingham -	--first and second.	326,852 9 7	14,722 3 5	26,688 11 4	11,966 7 11	
Manchester and Bolton -	--first and second.	15,870 15 -	980 15 11	988 17 3	8 1 4	
Grand Junction - - -	--first, second, and third.	231,168 15 2	11,855 11 9	20,283 18 2	8,428 6 5	
Liverpool and Manchester -	--first and second.	103,396 14 -	6,458 - 11	8,444 5 4	1,986 4 5	
North Union - - -	--first and second.	25,504 14 6	1,283 10 8	2,142 16 5	858 5 9	
	£.	708,284 12 8	35,573 13 7	58,934 8 8	23,360 15 1	
Dundee and Newtyle - -	--first, second, and third.	2,610 11 -	262 5 1	82 11 11	- - -	179 13 2
Manchester and Leeds - -	--first, second, and third.	20,126 16 8	1,592 18 5	803 1 3	- - -	789 17 2
Monkland and Kirkintilloch -	third -	53 4 -	9 5 8	1 6 7	- - -	7 19 1
Newcastle and Carlisle - -	--first and second.	24,059 17 4	1,831 9 7	1,356 13 -	- - -	474 16 7
Wishaw and Coltness - -	third -	93 18 4	12 14 4	2 6 11	- - -	10 7 5
	£.	46,944 7 4	3,708 13 1	2,245 19 8	- - -	1,462 13 5

Note.—The Returns from the other Railways are either incorrect or imperfect, so that a similar comparison cannot be made with them.

Appendix, No. 14.

Comparison of Mileage Duty with Fares.

(2.)—A Comparison of the Mileage Duty with the Sums received for Fares upon sundry Railroads.—Extracted from the Accounts rendered to the Select Committee on Railways, 1840; Papers, Nos. 10 & 12.

Name of Railway.	Classes of Carriages used.	Fares.	Duty.	Proportion: nearly.
		£. s. d.	£. s. d.	
Bolton and Leigh	1st & 2d	5,491 4 5	273 10 11	$\frac{1}{21}$
Dundee and Arbroath	1st, 2d & 3d	6,900 16 4	685 8 7	$\frac{1}{10}$
Dundee and Newtyle	1st, 2d & 3d	2,610 11 –	262 5 1	$\frac{1}{10}$
Durham and Sunderland	3d	4,321 18 7	391 19 11	$\frac{1}{12}$
Glasgow, &c.	1st, 2d & 3d	2,346 4 1	220 4 8	$\frac{1}{11}$
London and Birmingham	1st & 2d	326,852 9 7	14,722 3 5	$\frac{1}{22}$
Manchester and Bolton	1st & 2d	15,870 15 –	980 15 11	$\frac{1}{17}$
Manchester and Leeds	1st, 2d & 3d	20,126 16 8	1,592 18 5	$\frac{1}{13}$
Monkland and Kirkintilloch	3d	53 4 –	9 5 8	$\frac{1}{6}$
Grand Junction	1st, 2d & 3d	231,168 15 2	11,855 11 9	$\frac{1}{12}$
Great Western	1st & 2d	81,323 7 11	4,832 16 1	$\frac{1}{17}$
Liverpool and Manchester	1st & 2d	103,396 14 –	6,458 – 11	$\frac{1}{17}$
Newcastle and Carlisle	1st & 2d	24,059 17 4	1,831 9 7	$\frac{1}{14}$
North Union	1st & 2d	25,504 14 6	1,283 10 8	$\frac{1}{13}$
Wishaw and Coltness	3d	93 18 4	12 14 4	$\frac{1}{9}$
		850,121 6 11	45,412 15 11	$\frac{1}{19}$

Stamps and Taxes, 30 May 1840.

R. Smith, A. S. C. D.

(3.)—AN ACCOUNT of Stage Carriage Duties, Railway Mileage, and Compositions collected in the Years 1836, 1837, 1838, and 1839.

Years ended.	Where Collected.	Railway Composition.	Railway Mileage.	Stage Carriage Mileage.	Stage Carriage Composition.	Total Collection.
		£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.
Year ended 5 Jan. 1837	Middlesex	– – –	451 5 11	229,820 11 –	– – –	300,271 16 11
	County	903 10 –	8,620 14 9	170,070 14 $2\frac{3}{4}$	– – –	179,594 18 $11\frac{3}{4}$
	Scotland	296 5 –	25 3 1	33,851 9 $5\frac{1}{2}$	– – –	34,172 17 $6\frac{1}{2}$
		1,199 15 –	9,097 3 9	503,742 14 $8\frac{1}{4}$	– – –	514,039 13 $5\frac{1}{4}$
Year ended 5 Jan. 1838	Middlesex	200 – –	6,480 19 11	287,639 8 7	– – –	294,320 8 6
	County	1,533 10 –	8,124 12 $1\frac{1}{2}$	162,966 13 $1\frac{1}{4}$	– – –	172,654 15 $2\frac{3}{4}$
	Scotland	522 10 –	30 17 9	31,588 8 $1\frac{1}{2}$	– – –	32,111 15 $10\frac{1}{2}$
		2,256 – –	14,636 9 $9\frac{1}{2}$	482,194 9 $9\frac{3}{4}$	– – –	499,086 19 $7\frac{1}{4}$
Year ended 5 Jan. 1839	Middlesex	1,200 – –	26,175 12 1	259,947 6 2	71 6 2	287,394 4 5
	County	1,549 – –	10,046 – 1	163,523 18 $11\frac{1}{4}$	– – –	175,118 19 $-\frac{3}{4}$
	Scotland	570 – –	30 3 10	31,025 8 2	– – –	31,625 12 –
		3,319 – –	36,251 16 –	454,496 13 $3\frac{1}{4}$	71 6 2	494,138 15 $5\frac{3}{4}$
Year ended 5 Jan. 1840	Middlesex	1,000 – –	48,592 15 9	231,850 17 7	120 2 4	281,563 15 8
	County	501 – –	20,154 3 $8\frac{1}{2}$	161,216 9 $9\frac{1}{2}$	– – –	181,871 13 6
	Scotland	378 – –	2,091 – $2\frac{1}{2}$	31,288 13 10	– – –	33,757 14 $-\frac{1}{2}$
		1,879 – –	70,837 19 8	424,356 1 $2\frac{1}{2}$	120 2 4	497,193 3 $2\frac{1}{2}$

Comptroller's Department, Stage Carriage Duties, 23 May 1840.

J. Greenstreet, C. S. C. D.

Appendix, No. 14.

Duty paid by Railway Companies in Scotland.

(4.)—AN ACCOUNT showing the Amount of Duty Paid by each Railway Company in *Scotland*, during the Year 1839, not under Composition.

Names of Railway Companies.	Period. From	Period. To	Amount. £. s. d.
1. Charleston and Dunfermline	1839: Jan. 5	1840: Jan. 6	26 10 10
2. Edinburgh and Dalkeith	- - -	- - 6	664 1 4½
3. Edinburgh and Dalkeith (Leith Branch)	- May 16	- - 6	59 8 4½
4. Garnkirk and Glasgow	- Jan. 5	- - 6	388 8 6½
Passengers conveyed along Monkland and Kirkintilloch and Ballochney Railways by the Garnkirk and Glasgow.	- Oct. 10	- - -	15 7 5
5. Ardrossan and Johnston	- - 11	- Jan. 6	9 16 -
6. Kilmarnock and Troon	- Jan. 5	- - 6	50 16 7½
7. Wishaw and Coltness	- Oct. 11	- - 6	3 16 4
8. Monkland and Kirkintilloch	- - 10	- - 6	15 7 5
9. Ballochney (no passenger trade)	—		
10. Dundee and Newtyle	- April 2	- Jan. 4	266 15 4
11. Paisley and Renfrew	- - 6	- - 5	184 8 9
12. Newtyle and Coupar Angus	- Feb. 25	- - 5	60 9 5
13. Dundee and Arbroath	- Oct. 7	- - 6	162 17 2
14. Arbroath and Forfar (composition expired 6 January 1840).	—		
15. Glasgow, Paisley, Kilmarnock, and Ayr	- Aug. 5	- Jan. 1	196 3 9
16. Newtyle and Glammis	- Jan. 1	1839: July 31	30 12 8

Stamps and Taxes, Edinburgh, 25 May 1840.

Thos. Pender.

Duty paid by Railway Companies.

(5.)—AN ACCOUNT of Duty Paid in the Years ended 5th January 1839 and 1840 by the undermentioned Railway Companies; showing the Periods in each of such Years when such Railroads first commenced carrying Passengers in those cases where the Roads were not opened prior to January 1838.

Names of Railway Companies.	Year ended 5 January 1839. Dates.	Amount. £. s. d.	Year ended 5 January 1840. Dates.	Amount. £. s. d.
Bolton and Leigh	- - -	261 9 4½	- - -	337 16 -
Birmingham & Liverpool (Grand Junction).	- - -	12,026 18 3	- - -	14,287 9 3
Birmingham and Derby	- - -	- - -	12 Aug. 1839	708 1 3½
Bodmin and Wadebridge	- - -	8 19 7½	- - -	13 17 8½
Brandling Junction	- - -	- - -	19 June 1839	573 7 10
Clarence	20 June 1838	66 17 1	- - -	186 8 8
Canterbury and Whitstable	- - -	56 19 1	- - -	39 18 11
Durham and Sunderland	- - -	113 13 4	- - -	432 2 -
Eastern Counties	- - -	- - -	20 June 1839	498 - 10
Gascoyne's (Private)	- - -	2 - -	- - -	2 - -
Great Western	4 June 1838	2,229 10 1	- - -	5,440 14 8
Hartleyburn and Brampton	- - -	5 - -	- - -	17 14 6
Hereford and Monmouth Gap	- - -	1 - -	- - -	2 - -
Liverpool and Manchester	- - -	6,740 19 9½	- - -	7,991 11 -
Leeds and Selby	- - -	798 10 11	- - -	1,233 17 7
Leicester and Swannington	- - -	127 11 6	- - -	96 3 2
London and Birmingham	- - -	9,712 16 -	- - -	20,350 2 1
London and Greenwich	- - -	1,558 8 5	- - -	2,769 3 5
London and Croydon	- - -	- - -	5 June 1839	972 18 11
Manchester, Bolton, and Bury	29 May 1838	954 10 -	- - -	1,231 4 7
Midland Counties	- - -	- - -	4 June 1839	567 11 5
Manchester and Leeds	- - -	- - -	4 July 1839	1,199 17 6½
Newcastle and Carlisle	- - -	1,210 4 10	- - -	2,125 17 10
North Union (Wigan & Preston)	- - -	448 1 9	- - -	1,508 15 5
Newcastle and North Shields	- - -	- - -	22 Jan. 1839	987 18 3
St. Helen's and Runcorn Gap	- - -	30 2 3	- - -	37 14 7
Stockton and Darlington	- - -	669 3 2	- - -	806 11 10
Stratford and Moreton	- - -	25 17 6½	- - -	30 13 4
Southampton and London	21 May 1838	1,524 19 3	- - -	5,459 11 -
Sheffield and Rotherham	1 Nov. 1838	- - -	- - -	593 19 5
Stanhope and Tyne	- - -	25 - -	- - -	32 2 11
Whitby and Pickering	- - -	25 - -	- - -	127 8 2½
York and North Midland	- - -	- - -	30 May 1839	501 3 10

Comptroller's Department, Stage Carriage Duties, 23 May 1840.

J. Greenstreet, C. S. C. D.

(6.)—AN ACCOUNT showing the AMOUNT of COMPOSITION payable by each Railway Company in *Scotland*, during the Year ended 5 January last; the Period for which such Composition has been granted, and the AMOUNT of DUTY which would have accrued had no Composition been entered into.

Appendix, No. 14.

Composition paid by Railway Companies in Scotland.

Names of Railway Companies.	Annual Amount of Composition.	Period for which such Composition has been granted.		Amount of Duty which would have accrued had no Composition been entered into. 1839.	Remarks.
		From	To		
	£. s. d.			£. s. d.	
1. Edinburgh and Dalkeith Railway (Leith Branch.)	40 – –	16 May 1838	16 May 1839	73 6 10½	- - composition expired 16 May 1839.
2. Ardrossan and Johnston.	50 – –	10 Oct. 1838	11 Oct. 1839	71 3 6	do. 7 Oct. 1839.
3. Wishaw and Coltness.	8 – –	10 – –	11 – –	12 6 11	do. 11 Oct. 1839.
4. Monkland and Kirkintilloch.	5 – –	- - -	- - -	12 2 7	do. - do.
5. Ballochney -	5 – –	- - -	- - -	- - -	- - no passenger trade.
6. Dundee and Newtyle.	150 – –	6 Apr. 1838	5 Apr. 1839	315 15 1	- - composition expired 5 April 1839.
7. Paisley and Renfrew.	80 – –	5 Apr. 1838	6 Apr. 1839	203 12 3	do. 6 Apr. 1839.
8. Newtyle and Coupar Angus.	20 – –	28 Feb. 1838	28 Feb. 1839	67 – 1	do. 28 Feb. 1839.
9. Dundee and Arbroath.	50 – –	8 Oct. 1838	9 Oct. 1839	752 16 11	do. 9 Oct. 1839.
10. Arbroath and Forfar.	10 – –	1 Jan. 1839	1 Jan. 1840	457 5 9	do. 1 Jan. 1840.

Thomas Pender.

Stamps and Taxes, Edinburgh, 25 May 1840.

Appendix, No. 15.

STATEMENT by Mr. *Edward Bury.*

Appendix, No. 15.

Statement as to Locomotive Engines.

HAVING been ordered by the Select Committee on Railways to furnish a statement of the reasons why the locomotive engine on four wheels is preferable to the one on six, I beg to submit the following: viz.

1stly. The engine on four wheels is less costly than the one on six wheels; therefore, to have the same number of engines, or the same power, on a line of railway, less outlay of capital is required.

2dly. It allows the engine to be got into less space, consequently more compact, firmer, less likely to derangement, and much lighter.

3dly. Though the engine is lighter, the adhesion is more perfect, from the weight on the driving-wheels remaining uniform, however unequal or out of level the rails may be, enabling the maker to equalize the strain and adhesive power at the same time; as it is lighter, there is less power required to take it up the inclines, therefore more available power left to take up the train.

4thly. The engine is safer, as it adapts itself better to the rails, not being so likely to run off the line at curves or crossings.

5thly. It is more economical in the working, as there is less expense of interest and of depreciation, fewer parts in motion, consequently less friction, or wear and tear, as there are fewer parts to maintain.

6thly. The engine being more simple in its construction, in addition to the advantage of having fewer parts in motion, those which are are more easily got at, therefore much less expense is incurred in those repairs which are common to both plans.

 7thly. The

Appendix, No. 15.

Statement as to Locomotive Engines.

7thly. The buildings, turn-tables, and other costly conveniences necessary for the maintenance and repair of the engines, are not required on so large and extensive a scale, as the engine on four wheels occupies much less space than the one on six wheels.

8thly. As there are fewer parts to maintain in the four-wheeled engine, fewer tools, such as lathes, drills, smithies, &c. are required for the repairs of the one engine than the other.

9thly. As the engine is more simple, having fewer parts likely to derangement, there are fewer chances of delays or stoppages during the journies, or the times of taking the trains.

Clarence Foundry, Liverpool,
20 March 1840.

Edward Bury.

Appendix, No. 16.

LIST of Goods Detained by Carriers' Desire (referred to in the Evidence of Mr. *A. Comber*, 2 April 1840.)

Date Received.	Date sent off.	NAME.	ADDRESS.	SPECIES OF GOODS.	SENDERS.	REMARKS.
Account of Goods kept back by order of *Pickford & Co.:*						
1839:	1839:					
ecember 2	December 3	Oughton & Co.	London	1 box	D. M'Iver & Co.	
— —	— —	Foster, Porter & Co.	Wood-st. London	4 ditto	Feathers Hotel.	
— 3	— 4	Sharp & Co.	Coventry	5 ditto	Jenners	Pickford & Co. did not load any goods for Birmingham on the 3d.
— —	— —	Harding, Brothers	Worcester	2 barrels almonds	E. Clarke	
— —	— —	Wm. Griffiths	Lichfield	1 ck. and case wine	Gibbs, Bright & Co.	
— —	— —	Jno. Bollanley	Birmingham	1 pun. treacle	Gadsden & Co.	
— —	— —	R. Armstrong	Cheltenham	1 truss	J. Crawford & Co.	
— —	— —	W. Pearson	Ditto	1 ditto	Ditto	
— —	— —	R. Whightman	Colchester	1 ditto	Ditto	
— 7	— 9	E. Bulam	Exeter	1 box	J. Brebner	Pickford & Co. did not load any goods for Birmingham on the 7th.
— —	— —	J. Smith	West Bromwich	2 cases wine	Dixon, Son & Co.	
— —	— —	S. Payton	Dudley	1 truss	M. Troutbeck	
— —	— —	J. R. W. Frame, esq.	- - - -	1 box	Mrs. Platt	
— —	— —	Mr. Barbury	Coventry	2 bales	T. Bury & Co.	
— 9	— 10	Henry Levy	London	6 casks 7 cases	Jno. Levy & Co.	
— —	— 11	Seyr. Clarke, esq.	Gt. Western Railway, Paddington.	1 case, 37 c.	Smith, Redish & Co.	
— 16	— 17	C. Harris	Birmingham	1 bag	Horley & Eyre.	
— 17	— 18	Oldham & Co.	Ditto	1 truss	Harrison & W.	
— —	— —	J. Parker	Oexbury	2 boxes	D. M'Iver & Co.	
— —	— —	R. A. Winfred	Birmingham	1 ditto	Ditto.	
— —	— —	W. M'Wellan	Dudley	1 truss	Ditto.	
— —	— —	J. Forsyth	Birmingham	1 ditto	Ditto.	
— —	— —	J. Carlisle	Ditto	1 ditto	Ditto.	
— —	— —	J. H. Galton	Droitwich	1 box	Ditto.	
— —	— —	R. Mercer	Nottingham	1 parcel	Ditto.	
— —	— —	Mrs. Wood	Derby	1 box	Ditto.	
— —	— —	R. Ritean	Coventry	1 parcel	Ditto	
— —	— —	C. & J. Clark	Glastonbury	1 box	Ditto.	
— —	— —	Countess Cardigan	Deen Park	1 ditto	Ditto.	
— —	— —	Potter, Austin & Smith.	Birmingham	1 ditto	Ditto.	
— —	— —	R. Gregg	Ditto	1 truss	Ditto.	
— —	— —	J. Walker	Dudley	1 ditto	Ditto.	
— —	— —	T. Stephenson	Ditto	1 ditto	Ditto.	
— —	— —	R. Wood	Birmingham	1 box	Ditto.	
— —	— —	W. Marriott	Leamington	1 package	Mr. Marriott.	
— —	— —	Hardman & Co.	Birmingham	1 box	J. Gibson.	
— —	— —	Archer & Co.	Ditto	1 ice coffer	Farrer & D.	
— 19	— 20	C. Todd	London	1 box	Martin & Co.	Pickford & Co. did not load any goods for Birmingham on the 19th.
— —	— —	Jno. Hudson	Ditto	1 ditto	Mr. Pollock	
— —	— —	Isaac Molson	Ditto	1 truss	Mr. Graham	
— —	— —	Mr. Williams	Ditto	1 package	Mr. Williams	
— —	— —	Miss W. Askane	Ditto	1 ditto	Wellington Hotel	
— —	— —	Elizabeth Jones	Birmingham	P. & Co.	P. & Co.	
— —	— —	Leedam & Son	Ditto	1 cask tobacco	- - - -	
— —	— —	Wm. Phillips	Ditto	5 chests oranges	J. Adam	
— —	— —	Ditto	Ditto	11 boxes oranges		
— —	— —	Nalders & Co.	London	2 ditto	P. & Co.	
— —	— —	Simpkin, Marshall & Co.	Ditto	1 parcel	Ditto	
— 23	— 24	Spell & Slingsby	Coventry	3 barrels coffee	Farrer & D.	
— —	— —	Geo. Blakeway	Storebridge	1 cask tobacco	H. Laffee.	

Date Received.	Date sent off.	NAME.	ADDRESS.	SPECIES OF GOODS.	SENDERS.	REMARKS.
Account of Goods kept back by the order of *Robins & Co.:*						
1839: December 6	1839: December 7	Jno. Wilson - -	Exeter - - -	1 truss - -	Martin & Co.	
— 12	— 13	A. Feelan - -	London - - -	1 box - -	M'Ivers & Co.	
— 13	— 14	R. & B. Brown -	Ditto - - -	1 ditto - -	Bright, Son & Co.	
— –	— –	R. Edwards & Co.	Ditto - - -	1 truss - -	R. Gell.	
— 18	— 19	J. R. Leeking -	Birmingham - -	1 sk. - -	J. Ley & Co.	
— 17	— 19	Eleanor Brown -	Ditto - - -	2 chests 2 half chests.	Sanderson, Fry & Co.	
Account of Goods kept back by order of *Kenworthy & Co.:*						
1839: Dec. 13	1839: Dec. 14	Oliver Dear & Co.	London - -	2 boxes - -	Jas. R. Forshaw.	
— –	— –	Nash & Ely - -	Ditto - - -	1 truss - -	J. Radcliffe.	
— –	— –	J. Trollope - -	Ditto - - -	2 casks - -	Pritchard & Co.	
Account of Goods kept back by order of *Morris Herbert & Co.:*						
1840: January 2	1840: January 3	C. J. Thorpe -	London - -	1 box - -	Morris, H. & Co.	
— –	— –	D. S. & Co. L.	Ditto - - -	1 ditto - -	Ditto.	
— 17	— –	Wyleys & Brown -	Coventry - -	17 cases - -	J. & J. Baron.	

All the Goods entered in this List were kept back by order of the respective Carriers.

Liverpool, 28 March 1840. (signed) *Roger Williams*,
Loader, Grand Junction Goods.

Appendix, No. 17.

GRAND JUNCTION RAILWAY.

Appendix, No. 17.

Claims for Compensation.

CLAIMS for Compensation in the Goods Department, made and allowed from February 1838 to March 1840.

132 in number, amounting to 2,917 *l.* 12 *s.* 8 *d.*, of which 2,238 *l.* 1 *s.* 7 *d.* was for damage arising from fire in the month of August 1839.

Of these the greater part have been admitted at once (without application to the Board) by the agents, at the respective stations, when the claims were made; and the rest (with one exception for furniture damaged) merely submitted to the Board by the treasurer, for confirmation of the allowance.

CLAIMS for Compensation brought before the Board, and disallowed.

10 February 1838. Claim for expenses of a messenger sent to look after some goods which had already been duly delivered, which was refused, as the owner had himself made a mistake respecting the delivery of the goods; about 5 *l.*

3 August 1839. Claim for payment of damage to pictures sent uninsured, and therefore refused, 61 *l.* 10 *s.*

Observation.—The liability for pictures is specially excepted in the Carriers' Act.

4 December 1839. Claim for alleged damage to a waggon sheet, on the 10th May 1839, which was objected to on the ground of its not having been made within a reasonable time, so as to admit of the circumstances being investigated, 6 *l.* 10 *s.*

Liverpool, 9 April 1840. *J. R. Chorley*, Treasurer.

Appendix, No. 18.

Appendix, No. 18.

Post-Horse Duty in Great Britain, 1835 to 1840.

AN ACCOUNT showing the Produce of the POST-HORSE DUTY in *Great Britain*, for each of the Years ending 5 January, from 1835 to 1840.

	£.	s.	d.
Year ending 5 January 1835	228,707	16	8
Ditto 1836	241,165	8	4
Ditto 1837	226,073	2	2
Ditto 1838	14,720	19	7
Ditto 1839	Transferred to the Excise, from 1 Feb. 1837.		
Ditto 1840			

Accountant and Comptroller-General's Office, Stamps and Taxes, 3 June 1840.

Thos. Lightfoot, A. & C. G.

Appendix, No. 19.

Appendix, No. 19.

Post-Horse Duty in Great Britain, (Excise Department), 1835 to 1840.

AN ACCOUNT showing the Produce of the POST-HORSE DUTY in *Great Britain*, for each of the Years ending 5 January, from 1835 to 1840, both inclusive (so far as relates to the EXCISE Department).

	Amount of Duty.		
	£.	s.	d.
From 1 February 1837 to 5 January 1838	244,482	7	9
Year ending 5 January 1839	238,659	11	–
Ditto 1840	224,046	14	9

Note:—The collection of the Post-Horse Duty was transferred from the department of Stamps and Taxes to the Excise, on 1st February 1837.

Excise-Office, London, 3 June 1840.

G. A. Cottrell, First General Accountant.

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Caldecott, Andrew. (Analysis of his Evidence.)—Manchester warehouseman, 1160——Amount of carriage paid by him a year by canal and railway, and by van before railway, 1162——Regularity in the delivery of goods by canal; irregularity in their delivery by railway; complaints made to the company; reply thereto, 1163-1183——Witness pays more for the carriage of his goods since the railroad has been established; the advantage is in the more speedy delivery, 1184–1185. 1192——The charges on canals have fallen 25 per cent. 1186–1189——In selling to the shipping trade it is important to have the goods in time; loss sustained in not having them, 1198-1204——With respect to public companies it is useless to expect redress; the private carriers are held liable for loss in delay or otherwise, 1205-1213——It would not be beneficial to the public that the whole carrying trade should be put into the hands of the railway companies, 1214.

Canals:

I. *Rates of Carriage compared with Railway Charges; Effect of Railways upon them generally.*
II. *Preference given by Carriers to the Canals.*
III. *Arrangements of the Carrying Trade.*
IV. *Competition of Canals with Railways; Effect thereof in reducing the Railway Charges:*
1. Generally.
2. Grand Junction Railway.
3. Manchester and Liverpool Railway.

I. *Rates*

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CANALS—continued.

I. *Rates of Carriage compared with Railway Charges; Effect of Railways upon them generally:*

Railways 5*s.* to 10*s.* per ton dearer than canals, *Tibbetts* 471——The canals have lowered their rates since the opening of the railways, *Derham* 589–592; *Lainson* 1832–1835; *Chance* 2776——The charges on canals have fallen 25 per cent. since the establishment of railways, *Caldecott* 1186–1189——The canal companies have rather lowered their charges on heavy articles, *Chance* 2853, 2854.

The railway charges for goods are so much higher between Birmingham and London than between Birmingham and Liverpool, because the canal charges are also higher, *Chance* 2897——Comparative state of canal navigation between Birmingham and Liverpool, and between Birmingham and London, as regards prices of carriage of goods, *Chorley* 4941.——Although there was competition on canals amongst the carriers, they kept up their charges very high, *Goddard* 3038–3043——The canal carriers cannot afford to carry so cheaply as other carriers, on account of the property they possess on canal lines, as wharfs, &c., *Eborall*, 5078–5082——If the canal carriers were driven from the canals, and the railway got out of repair, the traffic would be obstructed, *Goddard* 3060–3062.

Coventry and Birmingham.—Account of the tonnage paid on the canals to Coventry and Birmingham, *Harnett* 1096.

Garnkirk and Glasgow.—Fares charged by the canal compared with railway; time taken to perform journey by each, *King* 4117–4124.

II. *Preference given by Carriers to the Canals:*

The canal would generally give the best profit to the carrier, *Derham* 600——Accommodation afforded to carriers by the canal companies in Liverpool, *Landor* 1052, 1053——Five-sixths of witness's carriage from Birmingham to London goes by canal, *Chance* 2865, 2866——The carriers are so deeply interested in canals that they are anxious the railways should not work well, *Comber* 3797–3803——The carriers would not desire to draw the trade to the railways, but prefer the canals, *Comber* 3837, 3838——The carriers take the heavy goods by canal, which is cheaper, and bring only their lighter articles by railway, *Comber* 3876–3880.

III. *Arrangements of the Carrying Trade:*

The canal owners find nothing for the conveyance of goods but the waterway, *Robins* 2108–2112——Canal companies have not the power of carrying; it was thought necessary to make a distinction in the case of railways, and to put the locomotive power under their control for the sake of safety, *Palk* 2765–2768——Superior adantages offered by the railway over the canal for the conveyance of goods enumerated, *Goddard* 3004, 3005——If the canal companies were carriers, there would be only one profit, but they differ from railway companies, as they derive no profit from passengers, which enables them to carry goods cheaply, *Goddard* 3044–3051——There have been cases of goods being left behind on canals; reasons for it, *Robins* 2087–2092.

IV. *Competition of Canals with Railways; Effect thereof in reducing the Railway Charges:*

1. Generally:

The competition of the canals is sufficient to keep down the charges on the railways; there would be no harm in the railway companies having the monopoly in carrying goods, *Chance* 2831–2843——The railway companies would charge moderately if they had a monopoly, on account of the competition of canals, and from the dread of rival railways, *Chance*, 2901, 2902——It is a question whether there would not be competition by the canal against the railroad charges being too high, provided they had the whole carrying trade in their own hands, *Landor* 2189, 2190. 2193–2195.

The canal proprietors would enable the carriers to compete with the railroad by reducing their tolls, *Van Wart* 3117, 3118——The competition of canals must keep down the rates of carriage on the railways between Liverpool and London, *Moss* 3632–3637——The canals afford the best check against exorbitant rates on the railway, *Van Wart* 3183, 3184.

Unless a combination were effected between railways and canals, their competition would keep down charges; the public will gain nothing by the competition of carriers on railways, *Moss* 3521–3535——If the competition of canals did not lower rates, or if canals and railways should combine, public opinion and Parliament would act as checks, *Chance* 2913–2928——There would be little chance of combination between the railway and canal companies; it would be the interest of both to keep the rates reasonable, *Goddard*, 2975–2980.

2. Grand Junction Railway:

The Grand Junction Company have been continually reducing their charges in order to compete with the canals, *Moss* 3442–3445.

3. Manchester and Liverpool Railway:

Charges have been lowered on the carriage of goods on the Manchester and Liverpool on account of the canals, and not from the actual cost of carriage, *Moss* 3590–3605.

See also *Delays*, 2. *Turnpike Roads.*

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Carnegie, William F. L. (Analysis of his Evidence.)—Chairman of the Forfar and Arbroath Railway, 4793——Length of line, 4797——Conveys three classes of passengers, 4800; and a considerable portion of goods, 4801——Coals and lime chiefly up; principal articles down are stone and agricultural produce, 4802——Rate of fare for the different classes, 4803——Imposition of the railway tax would stop the railroad altogether, 4807——Third class passengers could not be carried if the present rates were exacted, 4808——The present tax would go far to discontinue the passenger traffic on the railway, 4809——A higher price must be charged if the tax should be imposed according to present law, 4815——Witness can see no reason against a tax upon the gross receipt, 4818——There is no objection to the per-centage on the amount of fare charged on the several classes of passengers, 4821——Present rate of charge of Government duty would absorb 80 per cent. of the dividend received on passengers, 4824.

A tax upon different classes, if accurately calculated, would amount to the same thing as a per-centage tax, 4825——Rates per cent. of the present tax on the different classes of passengers; impossible to transfer any portion now paid on passengers to goods, 4833-4836——If there were a tax of 10 per cent. on the higher fares of passengers, there might be an inducement on the part of the company to alter the rates, so as to change the fare from the first to the second class, 4844——Comparative state of taxation of railways and stage-coaches, showing the hardship of railways and the inequality of taxation, 4845.

Carriage of Goods:

I. *Generally; Opinions expressed by the Committee.*

II. *Relative Advantages of the Carrying Trade being conducted either wholly by Railway Companies, by Carriers only, or by the Companies and Carriers in competition with each other:*

1. Advantages of Railway Companies conducting the Business.
2. Advantages of Companies only providing Locomotive Power; Danger of otherwise driving Carriers off the Line.
3. Expediency of prohibiting Railway Companies from carrying Goods on their own Account.

III. *Arrangements in force on different Railways:*

1. Between Liverpool, Manchester, and London generally.
2. Birmingham and London Railway.
3. Grand Junction Railway.
4. Manchester and Liverpool Railway.
5. Manchester and Leeds Railway.
6. Great Western and South-Western Railways.

I. *Generally; Opinions expressed by the Committee:*

Reference to the evidence taken; the practice of different railway companies with reference to the carrying trade adverted to, and the effects considered; general views of the Committee upon the whole question, *Rep.* iii. 8–12.

II. *Relative Advantages of the Carrying Trade being conducted either wholly by Railway Companies, by Carriers only, or by the Companies and Carriers in competition with each other:*

1. Advantages of Railway Companies conducting the Business:

It would be a more beneficial arrangement for the public if the railway companies take the whole carriage into their own hands, *Chorley*, 3327——A railway company would have better means of equalizing the traffic both ways, than several carriers unconnected with each other, *Comber* 3828–3829——And would have equal means of extending its connexion through the country, *Comber* 3830——Every railway should be compelled to carry all the goods brought to it, *Eborall*, 5110——It is not likely that the passenger traffic will increase so as to interfere with the carriage of goods, *Chance* 2960–2964——Possibility of the railroad company taking upon them the responsibility of providing accommodation for any amount of traffic that may come on a certain day, *Prentice* 1453, 1454.

Reasons why the railways would have the power of carrying cheapest; advantages thereby to trade by the establishment of railways, *Van Wart* 3085-3095. 3108, 3109. 3114-3116. 3225-3227——There must be a double profit by employing carriers on railways, as the companies could carry for the same price as they charge the carriers, except that the latter are better customers, *Goddard* 3010–3030——If the railways carry for the carriers, there is a double establishment, *Goddard* 3063-3071——The public would derive benefit from the company having the monopoly in carrying; if there are 10 carriers, they must all obtain their livelihood as agents; the working of the line would also be better conducted, *Moss* 3638. 3644——Mr. Moss's expressions most probably implied that he believed companies consulting the interest of the public must become sole

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Carriage of Goods—II. 1. Advantages of Railway Companies, &c.—*continued.*

sole carriers, *Chorley* 5039——If the companies are not carriers, the public will pay more for their goods, as the carrier must have a separate profit beyond that of the railway company, *Chorley* 4944–4946——The charges for carrying goods would be higher if the companies left it entirely to the carriers, who would not be satisfied with the same profits, *Chance* 2898–2900——Capital that would be employed by companies and carriers respectively, *Chance* 2891–2896——Inconvenience of carriers on railroads, *Eborall* 5102. ——It would be better that the carriers should be driven off the line than the companies, *Chance* 2951, 2952; *Goddard* 3034–3038.

2. Advantages of Companies only providing Locomotive Power; Danger of otherwise driving Carriers off the Line:

To leave the carrying trade entirely to carriers is most profitable to the company, and most convenient to the public, *Bury* 2274–2291——It is much better for a company to do nothing but provide locomotive power, *Lawes* 4628——Witness wants the railway to be thrown open for public competition, the company to find the locomotive power, *Mitchell* 1769. 1771, 1772. 1776——Great advantage of goods being conveyed by private carriers rather than by public companies, *Middleditch* 1279, 1280——The companies do not afford the same facilities as the private carriers, *Bonser* 1944, 1945——If the carrying business is to be done to the satisfaction of the public, it must be left to private carriers, *Creed* 2569.

In would be better for the public that the railroad companies should not be carriers, but it would not be injurious if the private carriers come on the same terms, *Bonser* 1864–1874——There is no reason why the carriers should not be able to compete with the company, *Comber* 3817——The public have the full benefit of the competition of the carriers and the company, *Comber* 3924, 3925.

The public would be better served by carriers than by a railway company, *Bury* 2407–2414——Carriers would be able to carry cheaper than the companies, and would make better arrangements, *Bury* 2442–2444——The public would come into contact with carriers more than with a public board, *Bury* 2518, 2519.

If the company carried, private carriers would be driven off the line, which would be disadvantageous to the public, *Creed* 2570–2573; *Harms* 1667–1669. 1712–1716——If the railroad were made free, there would be no equality while the company were carriers, *Lander* 1055——The Board might give great annoyance to carriers, if competing with them on their own line, *Bury* 2432, 2433. 2437. 2441——The common carriers cannot compete with the railroads at a distance; near town they can, *Bonser* 1877——Carriers desire to obtain sufficient power to compete with the railroad companies on the railways, *Tibbetts* 424——The railway companies might carry on such terms as to drive the common carriers off the road, *Mitchell* 1778–1782.

A carrier could not compete with a railroad company, but must be driven off the line, *Bury* 2295–2298——There cannot be two prices on a railway, and as the company would be able to carry cheaper than carriers, the latter must go off the line, *Moss* 3673-3680 —— It would not be beneficial to the trade of the country if the whole carrying trade should get into the hands of the railroad companies, *Olivier* 1159; *Webster* 1301, 1302. 1304, 1305; *Peacock* 1326; *Caldecott* 1214——If the railways had the sole carrying of goods, it would be a very gross monopoly, *Johnson* 1225, 1226——Witness confirms the evidence of Mr. Caldecott and Mr. Olivier with regard to the carrying on the railroad, *Johnson* 1257——Witness confirms the evidence of former witnesses with regard to the carrying trade getting entirely into the hands of the companies, *Middleditch* 1259——It would be a great evil to have the carrying trade engrossed by the railroad company; importance to the shipping trade, *Bousfield* 1362, 1363——It would be a disadvantage to the Manchester and Irish linen trades if the carrying trade were to fall into the hands of the railway companies, *Lainson* 1802–1805——It is more to the interest of trade in general to retain the private carriers on the roads than to let the railways have the monopoly, *Prentice* 1385-1391. 1414——The old carriers should be protected, if it could be done consistently with the public interest, *Van Wart* 3104–3107.3149.3196, 3197.

3. Expediency of prohibiting Railway Companies from carrying Goods on their own account:

No railway company should be allowed to carry goods for themselves on their line, *Oldfield* 912, 913—— Railways should be on the same footing as canals, with reference to carriers, *Tibbetts* 959-962——A prohibition of the railway companies becoming carriers themselves on their lines would prevent their creating a monopoly, *Bonser* 1941–1943——The public will be benefited by the companies being restricted from being carriers themselves, *Landor* 2183——It would be very difficult to arrange for carriers to carry fairly on a line unless the company be excluded, *Bury* 2505–2507.

Railway companies should not be prohibited from carrying goods, but it would be better if they did not, *Lawes* 4652–4654——If railway companies were restricted, like canal companies, from being carriers, like them they would carry indirectly through

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others, *Moss* 3499-3503——Inducement for signing the petition for the carriers, *Bonser* 1935–1938——Petitions have been sent up from Birmingham to prevent railway companies becoming carriers; they were got up by the carriers, *Eborall* 5095——The motive of carriers, in attempting to prevent the carriage of goods by railways, was to send only the light and pressing parcels by railroad, and retain bulky and heavy goods for the canals, *Eborall* 5098, 5099.

III. *Arrangements in force on different Railways:*

1. Between Liverpool, Manchester, and London generally:

Arrangements for carrying goods on the three principal lines of railroad, *Van Wart* 3148——Difference in the system of the Grand Junction and London and Birmingham Railways; difference made thereby to witness as a private carrier; distinction made by the Grand Junction with regard to small parcels; restrictions imposed by the Grand Junction, *Robins* 1961–1971.

2. Birmingham and London Railway:

Difficulty of management, and great experience necessary to manage the carriage of merchandize, are the alleged reasons why the Birmingham and London Railway Company refused to carry goods, but undertake parcels, *Chorley* 5003——Reduction in price which has taken place on transport of manufactured goods of Birmingham; light and bulky goods, such as hats and furniture, remain the same, *Tibbetts* 521–523.

See also *Birmingham and London Railway*, 2.

3. Grand Junction Railway:

The Grand Junction Railway Company are carriers of goods on their own account, *Tibbetts* 500——They first allowed carriers to use their line in December 1838, *Tibbetts* 725–728——The company were then, and still are, carriers, *Tibbetts* 731——They were at first disposed to derive profit from tolls only, and to leave the carriage of goods to carriers, but have since changed their views, *Moss* 3405–3414——The Grand Junction will soon be the only company acting as carriers, *Lawes* 4629.

They carry so extremely well, that the carriers have done but little business on that line, *Goddard* 2968——Carriers cannot compete with them, nor can they carry with advantage to the public, as there would be two profits instead of one, *Goddard* 2970, 2971——The company have done witness's business so well, that he has not employed other carriers, *Chance* 2816–2835——Convenient, economical, and satisfactory arrangement on the Grand Junction for carrying to Liverpool, *Chance* 2786–2794——The company feel the necessity of being the sole carriers; all complaints have been directed against the carriers, *Moss* 3436–3438.

The arrangements on the Grand Junction are inconvenient to the carrying trade; the same inconvenience is not felt on the London and Birmingham Line, *Tibbetts* 937–939——Greater speed in the delivery of goods by the Grand Junction than by the Birmingham and London line, *Chance* 2829, 2830——From the experience of the railway company, there is no more difficulty in goods than parcels, *Chorley* 5004.

Memorial left for signature against the carriage of goods by the Grand Junction Company remained many days in Liverpool without a signature, *Chorley* 5005——Memorial from Birmingham, approving of their plan, largely and respectably signed at Birmingham *Chorley* 5006.

4. Manchester and Liverpool Railway:

The company will not long continue to carry at their present profit, *Lawes* 4630–4632 The company tried to get private carriers on the line, but did not succeed, *Moss* 3608—— The Liverpool and Manchester Company carry exclusively, with scarcely a complaint, *Moss* 3415–3417——They have paid serious damages; no action has ever been brought against them, *Moss* 3418, 3419——They carry 10 per cent. less than their maximum, *Moss* 3420–3423——Their charges are the same as by canal, *Moss* 3424, 3425——The company carry for all parties at the same price, and do not make private bargains like carriers, *Comber* 3831–3834.

5. Manchester and Leeds Railway:

Goods are carried, whenever they are ready, with the passenger train; they do not impede the speed, but make the train safer, *Lawes* 4295–4300——The company do not intend to become carriers, *Lawes* 4405——System adopted for the carriage of goods for persons not being carriers, *Lawes* 4617–4623.

6. Great Western and South-Western Railways:

More accommodation is given to the customers of carriers since the opening of the railroad, as the goods can be carried quicker, *Harms* 1631——The South-Western Railway

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Carriage of Goods—III. 6. Great Western and South-Western Railways—*continued.*

way Company are not desirous of increasing their carrying trade, on account of the bad weather affecting their embankments, *Harms* 1738–1743——The only facility afforded by the Great Western Railway is an increase of speed; the expense of getting goods to London has been rather increased, *Dibbin* 1500–1506——This company are carriers on their own account on this line, *Dibbin* 1516——If they increased their trade, it would lead to the ruin of the carriers' and innkeepers' trade, *Dibbin* 1517——Manner in which witness's vans are conveyed by the Great Western Company; charges saved thereby, *Dibbin* 1559–1560.

See also *Basingstoke and London. Birmingham. Birmingham Canal Company. Birmingham and London Railway. Bricks. Canals. Carriers. Coach Proprietors. Collection of Goods. Combination of Carriers. Damage to Goods. Delays. Delivery of Goods. Grand Junction. Hardware. Holinshead. Light Goods. Loading Goods. Locomotive Power. Luggage Trains. Manchester and London viâ Hull. Monopoly of Railway Companies. Parcels. Pickford & Co. Waggons.*

C.

Carriers:

1. *Profits; Competition of Carriers, &c,*
2. *Convenience to the Public in holding them responsible over several connecting Lines of Railway.*
3. *London and Birmingham Railway.*
4. *Grand Junction Railway.*
5. *Leicester and Northampton.*
6. *Liverpool and London.*
7. *Liverpool and Manchester Railway.*
8. *Manchester and Leeds Railway.*
9. *South-Western Railway.*

1. *Profits; Competition of Carriers, &c.:*

Smallness of the carriers' profit for all trouble, risk, and expenses; charges of the railway and of the carriers; the carrier is paid better on the London and Birmingham than on the Grand Junction Railway, *Tibbetts* 748–785——The larger carrier has a great advantage over the smaller carrier, *Robins* 2155–2161——Small carriers would unite to compete with the larger capitalists, *Bury* 2514–2517——There was sufficient competition amongst the carriers before the establishment of railroads, *Johnson* 1227–1240——There would always be sufficient competition amongst the private carriers, *Lainson* 1808, 1809. 1813–1831——There is sufficient competition amongst the private carriers to keep the charges as low as possible, *Robins* 2113–2115. 2146——Advantage to merchants of the competition of carriers, *Lander* 2181——There would be more activity and competition amongst carriers, *Bury* 2430, 2431——It would be an advantage for carriers to compete with railway companies, *Goddard* 3032, 3033——In the progress of time the power of the carriers will effectually overrule the power of the railway companies, *Lander* 2198, 2199.

2. *Convenience to the Public in holding them responsible over several connecting Lines of Railway:*

Where there are several railways connected together, it will be very convenient to have one carrier responsible instead of each of the railways, *Tibbetts* 970——Great convenience of employing a private carrier, as he is responsible for the safe carriage of the goods, *Johnson* 1241–1252——Confusion that would arise unless there were responsible carriers where goods have to pass over several railways, *Bury* 2292–2294——A carrier would be responsible for goods the whole distance from London to the North, *Creed* 2580, 2581——There will be no difficulty in transmitting goods from one railway to another; goods are now sent through different carriers; the company to whom an article is delivered would agree with the continuing line, *Chance* 2931–2941.

3. *London and Birmingham Railway:*

There are 15 carriers on the line; they have offices on the company's grounds, *Bury* 2272, 2273——The carriers would carry more economically than the company, unless the latter chose, for a particular purpose, to make no profit on their goods, *Bury* 2497–2504——Carriers can arrange amongst themselves to charge what they please, *Chorley* 4940.

4. *Grand Junction Railway Company:*

Allowance made to carriers by the company; the same allowance ought to be made to witness, *Van Wart* 3121–3123. 3141–3147——Reasons which induced the company to make an allowance of 20 per cent. to carriers, *Chorley* 3234——Reasons why advantages to the amount of 20 per cent. were given, in the calculations, to carriers, &c., *Chorley* 3285–3295——Examination as to profits of carriers at present; rates of carriage which may be considered in the nature of a bonus, *Chorley* 4978–4988.

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CARRIERS—4. *Grand Junction Railway Company*—continued.

Names of firms of carriers with whom agreements have been entered into, as to carriage of goods and parcels, *Chorley* 3310——In each agreement the carriers are bound not to charge their customers less than the regular rates charged by the company, *Chorley* 3311-3315——Stipulation made with the carriers by the railroad proprietors, *Van Wart* 3139, 3140. 3153-3158——Examination of the principle upon which carriers on the Grand Junction were restrained from carrying for less than the company, *Moss* 3616-3630——The stipulation that carriers should not carry for less than the company, was made at their own desire, in order to secure themselves against each other, *Moss* 3490, 3491——It is not advisable that railway companies should bind carriers not to charge less than themselves, *Chance* 2942-2945. 2949-2950.

Cases in which the Grand Junction Railway Company had cause of complaint against the practice of carriers, *Chorley* 3348——Case in which a carrier obtained goods at Birmingham by offering to take them at a lower rate than was charged by the railway company, and then sent them by canal, *Chorley* 3319——Instances of charges of carriers; Messrs. Pickford's, distinguishing the rates which they call "to the trade," from private parcels, *Chorley* 4994——Their charge between Birmingham and Liverpool is moderate, and as low as the company's, *Chorley* 4940.

Copy of agreement entered into with the company by witness, 10th April 1839, *Robins* 1973——Agreement terminated 31st January 1840; reason for its termination, *Robins* 1974——Conduct of the Grand Junction in opening witness's packages; letters referring to the transaction, *Robins* 1975-1988. 2102-2106——Legal proceedings were instituted, *Robins* 1989——Further evidence on the subject, *Robins* 2093-2101——Even if packages, &c., are directed and ordered in the direction "by Pickford & Co.," the Grand Junction Company would make out one of their own notes, and take the goods themselves, *Landor* 989——When goods are brought to the station without a note, a note, stating by what carrier they are to be sent, is made out there, *Comber* 3950.

Endeavours of the Grand Junction Railway Company to withdraw witness's business into their own hands, *Robins* 2107——The only case in which the custom of parties has been solicited for the Grand Junction was in addressing a letter to R. Marshall & Co., *Comber* 3925-3932——There are frequent disputes among carriers as to whom the goods belong, *Comber* 3953——The company have no intention of excluding carriers from the line, but agreements between carriers and the company may terminate, *Chorley* 4976.

5. *Leicester and Northampton:*

Number of carriers from Leicester and Northampton, and competition between them, *Bonser* 1908-1911.

6. *Liverpool and London:*

Number of carriers on the line from London to Liverpool direct, *Robins* 2116.

7. *Liverpool and Manchester Railway:*

If the carriers were driven off the line, it would be to the interest of the company to do as much business as possible; the public would be better served, *Comber* 3818-3821.

8. *Manchester and Leeds:*

The carriers load and unload the goods, and are responsible for them, except for loss by fire, collision, &c., *Lawes* 4405——An indulgence is given to carriers in the insurance; the company wish to throw the whole business into their hands, *Lawes* 4406, 4407——The only allowance made to them is insurance against fire and collision, *Lawes* 4624-4627——Carriers have become more like porters than carriers; they do nothing but take the goods backwards and forwards to the stations, *Lawes* 4633-4635——No carrier has admission to the premises without leave, *Lawes* 4636-4639.

9. *South-Western Railway:*

The carriers were a considerable time before they came by railroad, *Prentice* 1473-1476——Number of carriers on the Southampton road before the railroad was established, and present number; some of the carriers on the Salisbury line still use the common road, *Harms* 1727-1734——Number of carriers between Southampton and London, and Salisbury and London, *Dibbin* 1520-1533——There is an allowance to the carrying trade on the Southampton Railway of 1 *d.* per ton per mile, *Dibbin* 1594-1596.

See *Canals. Carriage of Goods. Combination of Carriers. Damages to Goods*, 2. *Delays. Delivery of Goods*, 1. *Meat. Monopoly of Railroads. Offices. Parcels*, 1, 2. *Road Stations. Silk. South-Western Railway. Waggons. Weight.*

Carrying Trade. The carrying business is not paying either by railway or canal; neither carry so much as was expected, *Harnett* 663-671.

Cartage. The expenses of cartage in London have been increased one-third by the railway, *Harnett* 656-662.

Carter,

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Carter, Samuel. (Analysis of his Evidence.)—Solicitor to the Birmingham and Derby Railway Company, 2646——The charge for passengers, including tolls and locomotive power is limited to 3½*d.* a mile, 2650-2653——Rates and tolls are to be charged equally to all persons, 2654; and equally on different parts of the line, 2655, 2656——Objections to a compulsory equalization of the entire charge for passengers in all parts of the line; necessity of variations for the local traffic, 2657-2669——The same observations apply to goods 2670——The company cannot refuse to carry goods, being carriers, but they may fix their own charges, within the maximum, 2678-2683——Advantage of lowering the rates to Birmingham for the poorer classes on market days from the neighbouring villages, 2684-2687——Statement of reasons why the company should not be compelled to charge the same rates on every part of the line delivered in *Ev. p.* 132.

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Chance, Robert Lucas. (Analysis of his Evidence.)—A window-glass manufacturer, near Birmingham, 2770-2772——Sends great quantities of goods to London, but receives very few, on account of the high rate of carriage, 2773——Sends and receives large quantities to and from Liverpool and Manchester, 2773-2775.——The canal charges have been reduced since the opening of the railways, 2776-2785——Convenient, economical, and satisfactory arrangements on the Grand Junction Railway for carrying to Liverpool, 2786-2794——Readiness with which they have made good losses, 2794-2796——Witness has generally sent window glass by railway, and heavier articles by canal, 2797-2802——Per centage upon their account with witness paid for damage by the company, 2803-2805.

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D.

Damage to Goods:

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II. *Liability of Carriers.*
III. *On particular Railways:*

1. Birmingham and London.
2. Birmingham and London and Grand Junction.
3. Grand Junction.
4. Great Western.
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3. Grand Junction:

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4. Great Western:

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II. *Regularity of Canals: Irregularity of Railways.*
III. *Regularity of Railways.*
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V. *On particular Railways:*

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2. Great Western and South Western.
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2. *Generally.*
3. *Applications from Foreign Countries.*
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5. *Use of by Government and the Public.*
6. *Results of Experiments.*
7. *Wear and Tear, and Expense.*

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IV. *On particular Railways:*
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2. Manchester and Leeds.

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II. *Uniformity of Rate:*

1. Generally.
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2. Dundee and Newtyle.
3. Edinburgh and Dalkeith.
4. Forfar and Arbroath.
5. Glasgow, Paisley, and Greenock.
6. Garnkirk and Glasgow.
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1. *Grand Junction.*
2. *Great Western and South Western.*
3. *Liverpool and Manchester.*
4. *Manchester and Leeds.*

1. *Grand Junction:*

Grand Junction Railway Company have nothing to do with loading parcels or goods sent by carriers per railways, *Chorley* 3235——Inconvenience caused at stations of Grand Junction Railway, from having to distribute goods of various carriers in different waggons, *Chorley* 3354–3356.

2. *Great Western and South-Western:*

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3. *Liverpool and Manchester:*

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4. *Manchester and Leeds:*

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Locomotive Power:

I. *Resolutions of Committee.*
II. *Generally.*
III. *Particular Railways:*
1. Birmingham and Derby.
2. Birmingham and London.
3. Grand Junction.

I. *Resolutions of Committee:*

Erroneous view originally taken as to the probable competition of parties in using locomotive power upon railways; necessity of its being under the exclusive management of the companies, *Rep.* iii. *p.* 2–5——Resolution that a monopoly is inseparable from the nature of railway establishments, *Ib. p.* 6.

II. *Generally:*

The cost of locomotive power cannot yet be determined, *Bury* 2448–2452——Difficulty of fixing the rate of charge for locomotive power, which will vary on different lines, according to the gradients and the price of wages and fuel, *Bury* 2520–2527——Witness agrees with the prayer of the petition, "to prevent the railway companies obtaining a monopoly, as carriers, on their own railroad," as they would then charge as they liked,

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liked, there being no limit by Act of Parliament to the charge for locomotive power, *Coles* 2217–2228——The companies should have the power to work their own line in whatever way they please, to insure the regularity of their trains, *Robins* 2130——Placing the carriers and the companies on terms of equal facility in conveying goods would be highly detrimental to the public, as it would cause continual collision, *Robins* 2141–2145.

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A carrier might set up a locomotive engine, and carry passengers for 10 miles at a low price, and the company could not compete with him without lowering their tolls along the whole line, *Birkinshaw* 2700–2703——Practically the company could throw great obstacles in the way of a carrier coming upon the line, *Birkinshaw* 2704–2708——Danger would arise from a divided authority along the line, *Birkinshaw* 2709, 2710.

2. Birmingham and London:

Charge on the railway for locomotive power of 6*s.* a ton each way; mode of charging on the greatest weight, *Derham* 601–604——The company charge too low for locomotive power for goods; reasons for charging on the greatest number of tons carried one way, *Bury* 2303–2319.

3. Grand Junction:

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Loss of Goods. See *Damage to Goods.* *Delays*, 1.

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1. *Birmingham and London.*
2. *Grand Junction.*
3. *Manchester.*
4. *Manchester and Leeds.*

1. *Birmingham and London:*

Goods dispatched by railroad trains every 24 hours, *Tibbetts* 546——Earliest luggage train leaves Camden-town at half-past six, the second at a quarter to 10, *Tibbetts* 547——There would be no great advantage in having frequent luggage trains, *Bury* 2392–2394——The company could arrange to carry any number of goods, *Bury* 2395–2397——The number of luggage trains may be increased when the line is in a perfect state of repair, *Bury* 2528–2530——Delay of luggage trains on the London and Birmingham line, *Moss* 3467, 3468.

2. *Grand Junction:*

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3. *Manchester:*

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Mail Trains. Regularity in the delivery of goods by the mail train; great increase in the expense of receiving goods by it instead of the luggage train, *Middleditch* 1260, 1261. 1268–1278.

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including the use of the company's carriages and locomotive power, *Rep.* v. *App. p.* 386——Rate of fares charged, 1838 to 1840, *Ib.*——Result of alteration in fares, *Ib.*——Maximum rate of toll leviable for the use of the company's waggons, *Ib.*——The company are the only carriers, though the line is open to all, *Ib.*——Maximum rates leviable by the company for toll, *Ib.*——The company have not carried private carriages, &c. *Ib.*——Gross amount received for the conveyance of passengers, 1838 and 1839, *Ib.*——For the conveyance of goods, *Ib.*——Charge allowed to be made for locomotive power, *Ib.*——The expenditure on the general works of the company, for the maintenance of the canal and railway, have been so blended, that the precise amount of profit as being applicable to the railway cannot be accurately ascertained, *Ib.*

Manchester and Leeds Railway. Density of the population along the whole line, *Lawes* 4432–4434——The Manchester and Liverpool carriages will be able to run through to Hull; although the gauge is half an inch wider than the London and Birmingham and Grand Junction, the same carriages will do, *Lawes* 4669, 4670.

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Manchester and London, viâ Hull. Witness proposed to carry goods between Manchester and London, *viâ* Hull, 30 per cent. cheaper than the canals, and 100 per cent. cheaper than railways, in about 36 hours, *Lawes* 4427–4430——If the graduated scale of tax be adopted, passengers will be able to go from Manchester to London, *viâ* Hull, for 13 *s.* 6 *d.*; it would cost them 1 *l.* 13 *s.* to go direct by railway, *Lawes* 4571–4581.

Martin & Co. Explanation relative to the detention of goods by the Liverpool and Manchester railway belonging to Martin & Co., *Comber* 3952.

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1. *Supply of by Carriers.*
2. *Supply of by Railway.*

1. *Supply of by Carriers:*

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2. *Supply of by Railway:*

The meat salesmen do not have the goods brought on their own account by railroads, *Prentice* 1380–1384——Private carriers avail themselves of the railroads, *Prentice* 1380–1384——A great deal of meat comes from Leicester, but the carriers do not avail themselves of the railroad, *Prentice* 1457——Reasons why the carriers, in the article of meat, do not avail themselves of the railroad from Leicester or Northampton, *Bonser* 1861. 1885——At present the influence of the railroad is not injurious to this trade; reasons for fearing that it may become so, *Prentice* 1459–1461——Meat cannot arrive in so good condition when it comes by railroad, on account of its being moved about so much, *Bonser* 1855–1859——The supply by railroad will not increase within 100 miles of London, *Bonser* 1862——A monopoly in the railway company would not drive the carriers in meat between Northampton and London off the road, *Bonser* 1925, 1926——Leicester would be likely to be affected by it, *Bonser* 1927.

Great Western Railway.—The railroad is no convenience in the conveyance of meat for

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Middleditch, Woolfrey. (Analysis of his Evidence.)—Of the firm of Middleditch & Taylor, Manchester warehousemen, 1258——Confirms the evidence of former witnesses with regard to the carrying trade getting entirely into the hands of the companies, 1259——Regularity in the delivery of goods by the mail train; great increase in the expense, 1260, 1261. 1268–1278——Cause assigned for delay in the delivery of goods by the baggage train, 1265——In cases of damage the private carrier is looked to, 1266, 1267——Great advantage of goods being conveyed by private carriers rather than by public companies, 1279, 1280.

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Oldfield, James. (Analysis of his Evidence.)—Agent to Kenworthy & Co., 871-873——The arrangement entered into with the Grand Junction is nearly the same as Messrs. Pickford's, 874, 875——Just complaints made of the detention of goods in the charge of carriers, on the Grand Junction Railway, 876-881——Delays occasion not only inconvenience, but absolute loss, both to the consigner and cousignee, 882. 884——Goods for shipment are sometimes delayed a week; loss of the custom-house fees in certain cases, 885, 886——Before the railway was used the goods arrived with perfect regularity, except during frost, 887-894——The company will establish a complete monopoly if they delay the carriers' goods and accelerate their own, 895-896.——Advice is always sent by post of goods being on their way, which is communicated to the consignees, 897-908 ——These difficulties have not occurred on the London and Birmingham line, where the company are not carriers, 909-911——No railway company should be allowed to carry goods on their line, 912, 913——Carriers have no means of taking goods to the road stations, 915, 916.

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1. *Generally.*
2. *Birmingham and London Railway.*
3. *Grand Junction Railway.*
4. *Great Western Railway.*
5. *South Western Railway.*

1. *Generally.*

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2. *Birmingham and London Railway:*

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There is a parcels-van for packages under five cwt.; they are delivered to Messrs. Chaplin and Horne, as agents for the Company, *Bury* 2354–2359——Arrangement made with Messrs. Chaplin and Horne as to the delivery of parcels; why a similar arrangement cannot be made for goods, *Creed* 2584–2610——No notice taken if carriers clubbed their parcels together, in order to have them charged as goods, *Bury* 2445–2446. 2611–2624——The prohibition against packing parcels in boxes by carriers is made on the London and Birmingham line; different views taken by Mr. Bruyere, the road manager, from that of Mr. Bury, *Moss* 3689–3690——Competition would be no benefit as regards the carriage of parcels; charges for carriage and delivery, *Creed* 2629–2637——Many small parcels are now sent through the post-office that formerly came through the company, *Creed* 2638, 2639.

3. *Grand Junction Railway Company:*

The company insist upon charging separately for each parcel; increased cost of this arrangement upon the public, *Tibbetts* 737–741. 786–789——Parcels have always been calculated upon as a distinct source of profit, *Moss* 3691, 3692——Evasion practised by carriers in enclosing parcels in boxes, *Moss* 3472–3479; *Chorley* 5031*——It is clearly an evasion of the Act, which requires a declaration of the goods paying different rates, *Moss* 3681–3688——Constant evasions of carriers in their declarations of the nature of goods, *Chorley* 5022——The company put a stop to the practice, and threatened an enforcement of the penalties for an evasion of rates, *Tibbetts* 744–747——The company never contemplated carrying small parcels as goods or merchandize; in the estimate proposed to Parliament, carriage of parcels was expected to be a profitable source of revenue, *Chorley* 3255——Objections to the carriage of parcels at the rates fixed for the conveyance of merchandize, *Chorley* 3265——Small parcels of merchandize, though separately made up, being *bonâ fide* one consignment, are charged by weight of the whole, *Chorley* 3304——Charge for parcels in short distances has been reduced, *Chorley* 3385–3389.

The charge for parcels is 25 per cent. lower than it was by coaches, but must still be reduced, or the post-office will take them, *Moss* 3446–3452——Packages sent by the passenger trains are charged as parcels, at so much per lb., and not as goods, *Moss* 3481–3489——Grand Junction Railway Company do not collect parcels; the parties generally bring the parcels to the railway station to be sent, and they are delivered free of cost on arrival, *Chorley* 3394——Parcels are delivered at every station, *Moss* 3458–3462——The company agree with the carriers that they shall not carry parcels, *Moss* 3463–3467——Parcels are delivered by the Grand Junction three hours sooner than if sent by carriers, *Moss* 3469–3471——A great number of parcels, &c. directed to go by Pickford & Co. are sent by the Grand Junction Company on their own account; cases stated; inconvenience to the public thereby, *Landor* 989. 1016. 1050. 1064–1068.

4. *Great Western Railway:*

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5. *South Western Railway:*

Description of parcels and packages sent; rate of charges, *Harms* 1670–1676.

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2. *Birmingham and Derby.*
3. *Forfar and Arbroath.*
4. *Manchester and Leeds.*
5. *Great Western.*

1. *Generally:*

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2. *Birmingham and Derby:*

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4. *Manchester and Leeds:*

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5. *Great Western:*

Passengers are carried in the luggage vans; no licence is required if they do not exceed a certain pace, but a duty is paid for it; price paid for passengers from London to Twyford, *Dibbin* 1603–1623.

See also *Ardrossan and Kilwinning Railway. Monopoly of Railway Companies. Road Money.*

Peacock, James. (Analysis of his Evidence.)—Of the firm of Couts, Banks & Co., linen-warehousemen; has connexions with Manchester and Liverpool, 1313, 1315——Their goods from Ireland come to Liverpool by steam; regularity of their arrival, 1316–1318——Received goods formerly by canal; receives them principally now by railway; description of goods; has no complaints to make of irregularity, 1319–1325. 1327, 1328——It would be disadvantageous to trade for the whole carrying trade to get into the hands of the railway companies, 1326——In cases of damage, except by fire or collision, the railway companies are not responsible; redress is almost immediately obtained from the private carrier, 1327–1336.

Pickford & Co. Places to which Pickford and Co. generally carry on trade as carriers, *Tibbetts* 445——They are barely remunerated; witness cannot calculate the exact profit, *Derham,* 610–629——Delays in the delivery of goods by Pickford & Co, *Comber* 3830——Case in which Messrs. Pickford had poultry to send by railway to Mr. Dering, but after detaining it some days forwarded it by canal to London, when it was spoilt, *Comber* 3838. 3846.

Birmingham and London Railway:—Messrs. Pickford's servants load and unload the carriages, *Derham* 642–644——They have to remove them to their own warehouses within a certain time, *Derham* 645, 646——They incur a greater expense in carting goods to the station than was incurred in taking them to the canal, *Derham* 647–649.

Grand Junction and Liverpool and Manchester Railways:—Memorandum of their agreement with the Grand Junction Company, 17 December 1838, *Tibbetts* 729——Complaint of a statement made at Birmingham on the part of the Grand Junction, that Messrs. Pickford's goods were likely to be left behind, *Tibbetts* 801–806——Complaint of Mr. Eborall, the agent of the Grand Junction Company, that Messrs. Pickford were taking away their customers (amongst others Messrs. Thornely), and charging lower rates than the company; examination thereupon, *Tibbetts* 806–816——Case in which a note of goods to be sent by the Grand Junction Railway had the name of Pickford & Co. inserted by a clerk of that firm; correspondence relative thereto; the lower part of his window blocked up in consequence, *Comber* 3951——Case in which goods sent by Ducrow, and loaded, were given up to Pickford, and sent by canal, on receipt of a note, *Comber* 3951.

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See also *Meat,* 1. *Parcels,* 3. *Preference,* 1.

Pilferage.

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Pilferage. Witness has never known any pilferage on the Grand Junction Railway; has suffered considerably from pilferage on the canal, *Van Wart* 3096.

Poorer Classes. The unequal pressure of the present railway tax will limit the accommodation which might be afforded to the labouring classes, and which Parliament expected they would enjoy, *Rep.* iv. *p.* 3——Advantages of lowering the rates to Birmingham for the poorer classes from the neighbouring villages on market days, *Carter* 2684–2687.——*See* also *Hand-loom Weavers. Northern Railways.*

Porterage. Excessive porterage charged at Manchester by the Grand Junction Railway, *Harnett* 1088–1091——The carriers have never done their own porterage; they have made no objections to the charges made by the Liverpool and Manchester Company for it, *Comber* 3881–3884.——*See* also *Carriage of Goods. Carriers.*

Post-horse Duty. An account showing the produce of the post-horse duty in Great Britain for each of the years ending 5th January, from 1835 to 1840, *Rep.* v. *App. p.* 472—— Account showing the produce of the post-horse duty in Great Britain, for each of the years ending 5th January, from 1835 to 1840, both inclusive (so far as relates to the Excise department), *Ib.*——*See* also *Revenue. Taxation of Railways.*

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Preference:

1. *Grand Junction.*
2. *Liverpool and Manchester.*

1. *Grand Junction:*

Preference, in point ofconvenience, in favour of the London and Birmingham over the Grand Junction; grounds for that preference; instance in which witness's goods were left behind by the Grand Junction Company, *Robins* 2060–2086——Preference given by the company to their own goods; case, 6th January 1840, in which the carriers' trucks were detached and left behind at Warrington and delayed 24 hours, *Tibbetts* 817–839——Practices of this kind must drive Messrs. Pickford off the road, *Tibbetts* 840–842——Similar case, on the 8th of January at Warrington, detailed, *Tibbetts* 844–866——The company will establish a complete monopoly if they delay the carriers' goods and accelerate their own, *Oldfield* 895, 896 ——Instance of delay, and preference given by the Grand Junction to themselves over other carriers, *Lander* 2179, 2180——The company were much displeased on seeing an advertisement stating that they retained a preference over other carriers, *Moss* 3654, 3655——As the railway is at present worked, parties sending goods by railway have no preference over others, *Eborall* 5108.

2. *Liverpool and Manchester:*

Any preference shown to carriers at Liverpool, carrying on the Grand Junction, would not rest with the Manchester and Liverpool Company, *Moss* 3435——Examination as to the alleged preference given to the unloading and delivery of the Grand Junction goods over those belonging to private carriers; statement of hours of arrival, &c. on particular days; position of cranes; arrangements in operation; denial of statements made by carriers of preference being given to the Grand Junction, *Comber* 3742–3779——No distinction is made in loading the goods of the Grand Junction and of the carriers; no favour is shown, *Comber* 3814–3816——Not the slightest partiality is shown; the carriers pay rather a higher porterage, and so far itis rather the interest of the Liverpool and Manchester Company to favour them, *Comber* 3869–3874——Arrangements for loading and starting the goods from Liverpool; no preference whatever is shown in the location of the trucks, *Comber* 3908–3923——No distinction is made in any way between the office accommodation afforded to the carriers as compared with the Grand Junction Company, *Comber* 3938–3948——It would be quite contrary to witness's wish that any statement should be made to persons that goods could be forwarded the same day through the Grand Junction Company, but not through a carrier, *Comber* 3949.

See also *Carriage of Goods. Carriers.*

Prentice, William. (Analysis of his Evidence.)—Meat salesman in Newgate market, 1371 ——Has supplied the London market from considerable distances; method of obtaining that supply, 1374–1377. 1414–1416——On the average there are 400 or 500 hampers of meat delivered in Newgate market each week; contents of each hamper, 1378, 1379—— The salesmen do not have the goods brought on their own account by railroads, but the private carriers avail themselves of them, 1380–1384——It is more to the interest of trade in general to retain the private carriers on the roads than to let the railways have the monopoly, 1385–1391. 1414.

There is no diminution in the expense of carriage since the establishment of the railroad, and the advantage in getting the supply earlier is very small, 1392–1403. 1417–1423——Witness has for some years had large consignments of meat from Leicester by Pickford's vans; there is no alteration in the hours of delivery since the establishment of the railway, 1427–1431——Responsibility of the carriers in cases of damage to meat in the delay of delivery, 1432–1441. 1447–1452. 1455——The company would not be able

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Prentice, William. (Analysis of his Evidence)—*continued.*

to conduct this business so satisfactorily as the common carriers; there is greater difficulty in obtaining redress for loss against the company than against the carrier, 1442–1446——Possibility of the railroad companies taking upon them the responsibility of providing accommodation for any amount of traffic that may come on a certain day, 1453, 1454.

A great deal of meat comes from Leicester, but salesmen do not avail themselves of the railroad, 1457——At present the influence of the railroad company is not injurious to witness's trade; reasons for fearing that it may become so, 1459–1461——Manner in which the railroad and other charges in sending goods to London are paid, 1462–1466——There is no great improvement with respect to the certainty of delivery in London; manner in which the private carriers deliver the goods in London, 1469, 1470——Great damage would be done to the inns which receive the goods in London, if the railway were to have the delivery of the goods, 1471, 1472——The carriers were a considerable time before they came by railroad, 1473–1476——Instance in which live cattle brought by railroad have received serious damage, 1477–1484.

Pritt, George. Evidence as to introduction of a clause in the Lancaster and Preston Junction Railway Bill; withdrawal of the clause; clause stated that railway company should not be answerable for any loss or damage, 441.

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Rails, (Manchester and Leeds.) Width of guage and weight of rails per yard, *Lawes* 4667, 4668.

Railway Officers. Certain officers, directors, clerks, &c., are carried free on the Grand Junction Railway, *Chorley* 5017–5019.

Rates of Carriage by Railway:

1. *Generally; whether higher or lower than formerly.*
2. *Propriety of limiting them.*
3. *Effect of Low Rates upon Profits.*
4. *Birmingham and London.*
5. *Grand Junction Railway.*
6. *Liverpool and Manchester Railway.*
7. *Manchester and London.*
8. *Manchester and Leeds Railway.*
9. *Dundee and Arbroath Railway.*
10. *Great Western and South Western Railways.*

1. *Generally; whether higher or lower than formerly:*

There is no diminution in the expense of carriage since the establishment of the railroad, and the advantage in getting the supply earlier is very small, *Prentice* 1392–1403. 1417–1423——The expenses to carriers have not increased by the transferment from the common road to the railroad, *Harms* 1735——Witness pays more for the carriage of his goods since the railroad has been established; the advantage is in the more speedy delivery, *Caldecott* 1184, 1185. 1192——Speed would make it an object to send by railway if there were not much difference in price, *Mitchell* 1775.

Lowest rate at which the common carriers could carry at a profit on an ordinary road, *Harms* 1717–1726. 1745, 1746.

The companies themselves being carriers, would get the monopoly, and might then charge what they liked, *Robins* 2147–2151; *Lander* 2191, 2192——There is not the least probability of railways bringing up the charges as high as they were before their existence, *Goddard* 3052–3060.

2. *Propriety of limiting them:*

Any general rate of charge for carriage of goods, applicable to all companies, would act as a general rule for Grand Junction Company, *Chorley* 3334–3340——The charges of railroad companies should be limited, *Moss* 3439–3441——A limitation of the charges for carriage, similar to that on the Liverpool and Manchester line, would be fair, as the companies must have a monopoly in the supply of locomotive power, *Moss* 3504–3520.

3. *Effect of Low Rates upon Profits:*

The lowering of charges is calculated to increase traffic without increasing expenses in an equal ratio, *Goddard* 2987–2993.

4. *Birmingham and London:*

General carriage of goods is charged 18 *s.* 8 *d.* per ton, which are called toll dues on tonnage; 12 *s.* per trip for locomotive power, *Tibbetts* 462–466——Fifty cwt. the lowest weight charged, *Tibbetts* 478——Heavy goods taken cheaper from than to London, *Tibbetts* 525——Locomotive power charged at the same price, whether up or down, *Tibbetts* 530——

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Rates of Carriage by Railway—4. *Birmingham and London*—continued.

530——Fifty cwt. the minimum allowed for charge by railway company, *Tibbetts* 534——Distinguishing charges between up and down trains, as to high-priced goods, *Tibbetts* 542.

The company charge by weight only, *Tibbetts* 742, 743——The carriers between London and Birmingham charge more one way than the other, *Robins* 2006——Witness would continue to send some goods by railroad whatever they charged, *Van Wart* 3193–3195——The cost of carrying goods depends upon the regularity of the traffic, *Bury* 2259, 2260——The charge on the London and Birmingham line for carrying goods is 14 or 15 per cent. too low, *Bury* 2453–2459.

5. *Grand Junction Railway:*

Prices for carrying goods are lower than before the Grand Junction Railway was opened, *Tibbetts* 948, 949——On heavy articles, the railroad rates are quite prohibitory, *Chance* 2851——Rates charged in the first instance for carriage of goods, and reductions which have since taken place, *Chorley* 3248, 3249——The company charge equally to persons in or out of trade, whether they are carriers of large quantities or small, *Chorley* 3386, 3387——System of the company acting as carriers has had the effect, practically, of making the rates for the carriage of goods lower than on other lines, where the carriers are the sole parties working, *Chorley* 4926. 4940——Rates of carriage on the Grand Junction and London and Birmingham compared, to prove the difference, *Chorley* 4927——The company having an interest to sustain the largest quantity of traffic, are led to look to the minimum rather that the maximum price, *Chorley* 4947.

Had the carriers been the parties originally on the Grand Junction to fix prices for carriage of goods, it would never have been so low as that fixed by the company, *Chorley* 4949——The effect of the present arrangement will be a saving to the public of 15 per cent. on carriage and the carriage uniform to all persons, *Chorley* 4994——If the London and Birmingham Company are to become carriers, and act in unison with the Grand Junction, the rate of carriage, would be reduced at least 15*s.* a ton, *Chorley* 4950–4952——The regulation as to charges was made, not to prevent the reduction of carriage generally, but with a view to prevent an irregular system of charging, *Chorley* 5050——Anxiety of the company to lower the rates for carriage, proved by the fact that the rates charged on this line have been undergoing progressive reduction from the commencement, *Chorley* 5062.

Present charges of the Grand Junction are 20 per cent. lower than the Act allows, *Chorley* 5071——Present competition of carriers will not have the effect of lowering the rates to the public, *Eborall* 5077——Application of carriers on the subject of the carriage of goods by Grand Junction; their argument was, "You should not become carriers at all: if you will allow us to undertake the carriage, you need not lower the rates, you could have higher rates; we should make the public pay," *Eborall* 5088, 5089.

6. *Liverpool and Manchester Railway:*

Interest which the company have in low charges for the carriage of goods, *Comber* 3835, 3836.

7. *Manchester and London:*

Principle on which witness makes different charges on different goods; description of goods sent to Manchester, *Robins* 2006–2114——They charge so much for the use of the railway, and so much for the locomotive power; aggregate amount of the two charges; comparison with the charge of the Grand Junction; maximum and minimum charges between Birmingham and Manchester, *Robins* 1993–2003——Average of some months in the charges of the London and Birmingham and Grand Junction railroads, including an extra charge by the Grand Junction for porterage and warehouse-room, *Robins* 2051–2059.

8. *Manchester and Leeds Railway:*

Calculations of the cost of carrying goods per ton per mile, *Lawes* 4692, 4693——Charge for goods of all kinds, 4 *d.* per ton per mile, *Lawes* 4408–4412.

9. *Dundee and Arbroath Railway:*

Railway company anxious to carry goods at as low terms as possible, to compete with carriers, *Duncan* 4874.

10. *Great Western and South Western Railways:*

Witness has a fixed scale of charges; the charges are made according to weight, *Dibbin* 1582–1593.

See *Basingstoke and London.* *Birmingham.* *Birmingham Canal Company.* *Birmingham and London Railway.* *Canals.* *Carriage of Goods.* *Carriers.* *Monopoly of Railroads.*

Redress for Loss. See *Damage to Goods*, 2.

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Returns. Resolution that a Government Board should have power to call for any returns, financial or statistical, from railway companies, *Rep.* iii. p. 7.

Revenue. To consider the effect of railways upon the revenue, the post-horse and stage-coach duties should be taken into account, *Wickham* 4785–4792.

Road Money. At Parkside, a person takes money by some trains from passengers for Liverpool and Manchester without a ticket, *Lawes* 4595–4596.

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Road Stations:

1. *Birmingham and London.*
2. *Grand Junction.*
3. *Manchester and Leeds.*

1. *Birmingham and London:*

The Company would enable carriers to land goods at road stations, such as Coventry, if they provided the necessary accommodation for themselves, *Creed* 2625–2628.

2. *Grand Junction:*

Carriers have no means of taking goods to the road stations, *Oldfield* 915, 916——The Grand Junction Company offer carriers no advantage over the public in carrying goods to and from road stations, *Tibbetts* 917–920——Goods are delivered at nearly every road station; but no discount is allowed to carriers, *Moss* 3453–3457.

3. *Manchester and Leeds:*

Goods will be sent to intermediate stations by every other passenger train without lessening the speed, *Lawes* 4644, 4645.

Robins, John. (Analysis of his Evidence.)—Carrier between London and Manchester and Liverpool; carries by the Grand Junction and London and Birmingham Railways, 1955–1960——Difference in the system of the two companies; difference made thereby to witness as a private carrier; distinction made by the Grand Junction with regard to small parcels; restrictions imposed by the Grand Junction, 1961–1971——Copy of agreement entered into by witness with the Grand Junction, 10 April 1839, 1973——Agreement terminated 31 January 1840; reason for its termination, 1974——Conduct of the Grand Junction in opening witness's packages; letters referring to the transaction, 1975–1988. 2102–2106——Legal proceedings were instituted, 1989.

The London and Birmingham Railway Company charge so much for the use of the railway, and so much for the locomotive power; aggregate amount of the two charges; comparison with the charge of the Grand Junction; maximum and minimum charges between Birmingham and Manchester, 1993–2003——The carriers between London and Birmingham charge more one way than the other, 2006——Principle on which witness makes different charges on different goods; description of goods sent to Manchester, 2006–2014——The railway companies give no redress for pilferage or damage; case of loss; documents relative thereto; application made by witness; reply thereto, 2015–2020——Private carriers are always responsible to their customers for loss or damage; they were so when the goods were carried by canal, 2021–2025.

[Second Examination.]—Average charge made for the conveyance of a ton of silk from London to Manchester; expenses incurred by the carrier, 2026–2040——Risk to which the carriers are subject in the conveyance of silk; a larger charge is made in the conveyance of silk than of other articles on that account; statement of those charges, 2041–2050. 2116–2128——Average of some months in the charge of the London and Birmingham and Grand Junction Railways, including an extra charge for porterage and warehouse room, by the Grand Junction, 2051. 2059——Preference in point of convenience in favour of the London and Birmingham over the Grand Junction; grounds of that preference; instances in which witness's goods were left behind by the Grand Junction Railway, 2060–2086.

There have been cases of goods being left behind on canals; reasons for it, 2087–2092——Further evidence with regard to the conduct of the Grand Junction Railway Company in opening witness's packages, 2093–2101——Endeavours of the Grand Junction Company to withdraw witness's business into their hands, 2107——The canal-owners find nothing but the water-way, 2108–2112——There is sufficient competition among the private carriers to keep the charges as low as possible, 2113–2115. 2146——Number of carriers on the line from London to Liverpool direct, 2116——Preventing the companies from carrying would remedy the injury done to witness's trade by their doing so, 2129——The companies should have the power to work their own line in whatever way they please to insure the regularity of their trains, 2130.

There is no protection to the public by the Act of Parliament of the Grand Junction, with regard to the charge for locomotive power; there is a certain limit with regard to the

price

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Robins, John. (Analysis of his Evidence.)—*continued.*

price of carrying, 2136–2138——Placing the carriers and companies on terms of equal facility in conveying goods, would be highly detrimental to the public, as it would cause continued collision, 2141–2145——The companies themselves being carriers, would get the monopoly, and might then charge what they liked, 2147–2151——Manner of delivering goods at the end of the railway, 2152–2154——The larger carrier has a great advantage over the smaller carrier, 2155–2161——In case of accident the public have a much more easy remedy against the carriers than against any company; instance of it, 2169–2178.

Robins, Mr. Explanatory evidence as to Mr. Robins's erroneous statement on the subject of charges by the Grand Junction Railway, most probably arising from the mode of transacting carriers' business by the Manchester and Liverpool Company, *Chorley* 3296–3303.

Robins, Messrs. Proposition of Robins & Co. that no greater difference than 3*s.* should be charged on the up and down traffic, *Derham* 630–635——Case in which a package belonging to Messrs. Robins contained seven parcels; detection of the fraud, and payment for each parcel by Messrs. Robins, at the specified rate, *Comber* 3847–3860.

See also *Carriage of Goods, Damage to Goods,* 1.

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Salisbury and London. Charge made by carriers for carrying goods from London to Salisbury; price the Southampton Railway Company professed to charge the public; allowance that ought to be made to carriers, *Harms* 1747.

Salesmen. See *Meat,* 2.

Saunders, Charles A. (Analysis of his Evidence.)—Secretary to the Great Western Railway, 350——Mr. Wheatstone's telegraph has been in operation as far as West Drayton about seven or eight months, 351——Terms of agreement between Mr. Cooke and the company of the Western Railroad, as to working the magnetic telegraph on that line, 358——The telegraph may be laid down at from 250*l.* to 300*l.* a mile, including the charge for station instruments, 364——Usefulness of the telegraph to the railroad itself would be the chief remuneration, 366——Less establishment and less stock in consequence of magnetic telegraph would be sufficient, 367——It would also be an effectual mode of assisting in case of accidents to passengers, 369–372——Of great use, where two railways meet, in order to form accurate estimate of arrival of trains, 375——In case of fogs, 377——In case of extra trains when there might be fear of collision, 380——Arrangements which might be made with the railway companies as to telegraphs, 383–392——Cost of present experiment exceeds 250 *l.* per mile, 393——Expense at which Government might use the tubes for a telegraph exclusively their own, 393——Evidence as to the wear and tear of the apparatus from London to Bristol, 397——Evidence as to agreement with Thames Junction Railway Company as to right of crossing the Great Western, 399.

Shadbolt, W., J. Wilson, T. W. Tyndale, J. Baxendale, W. A. Wilkinson, F. Roberts, W. Burchell, J. Harman, and *D. M'Lean.* (Analysis of their Evidence.)—Offer made by the Greenwich Company for the Croydon Company to widen the works for another line, and for the Greenwich to reduce the tolls to 1½*d.*, 2–9——Difference between the two companies as to the ½*d.*; expected increase of traffic from the Brighton and Dover lines, 10–42——The Greenwich Company are willing to execute the necessary works if they may raise the tolls, but to what extent is not yet determined, 43–64——Arrangements that would be necessary with the Brighton Company, 65–74——The Greenwich Company would be able to raise the money, 84, 85——The trains are obliged to start every quarter of an hour, for the convenience of passengers, who would otherwise go by steamboats, 86–92——Examination with reference to the causes and circumstances of a recent collision of trains close to the London station during a fog; precautions adopted to prevent such accidents; how far sufficient, 93–175. 187–210——The chances of irregularity in the arrival of trains will be increased when they come from a distance, 179–186.

Proposals made by the Croydon Company to construct the new lines; agreements proposed between the companies, 211, 212——Estimated cost of the works, and revenue anticipated, 214–226——Refusal by the Greenwich Company of the offer made by the Croydon Company; difference as to the ½*d.* toll; modes of arranging this difference suggested, 227–238——Further examination as to the causes of the accident in the fog; other circumstances detailed, 239–256. 261–266——When there are longer lines running upon the same terminus, the precise time of their arrival will not be so well calculated as at present, 257–260——The Brighton, Dover and Croydon Companies are agreed upon

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Silk. Average charge for the conveyance of a ton of silk from London to Manchester; expenses incurred by the carrier, *Robins* 2026–2040——Risk to which the carriers are subject in the conveyance of silk; a larger charge is made in the conveyance of silk than of other articles on that account; statement of those charges, *Robins* 2041–2050, 2116–2128.

Smith, Richard. (Analysis of his Evidence.)—Assessor of stage-coach duties in the department of Stamps and Taxes, 4915——Has examined the plan of Captain Lawes as to proposed new mode of taxing railways, 4916——Result of examination is that an equal tax of five per cent. on the gross receipts from passengers, would raise the same amount of revenue as at present, and relieve the poorer railways, 4919——Effect of a tax of five per cent. will depend entirely upon the rates of fares: examination relative to the working of the proposed plan, 4920——Statement relative to the proportion of the fares and earnings of coaches to the amount of duty, 4920.

Papers delivered in by Mr. Richard Smith, and referred to in his evidence of 1 June 1840——A comparative view of the produce of the tax of one-eighth of a penny per mile upon passengers conveyed upon railroads, and of the tax of 10 per cent., 5 per cent., and 2½ per cent. upon the fares of 1st, 2d, and 3d class passengers respectively, as suggested by Captain Lawes, calculated upon the accounts rendered to the Select Committee on Railways, Papers Nos. 10 and 12, *Rep.* v. *App. p.* 466——Comparison of mileage duty with fares, *Ib.* 467——An account of stage carriage duties, railway mileage, and compositions, collected in the years 1836, 1837, 1838, 1839, *Ib.*——Duty paid by railway companies in Scotland during 1839, *Ib.* 468——Duty paid by railway companies in the years ended 5 January 1839 and 1840, *Ib.*——Composition paid by railroad companies in Scotland during the year ended 5 January 1840, *Ib.* 469.

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Soldiers' Children. See *Tickets.*

South-Western and London Railway. Manner in which carriers' goods are conveyed by the South-Western Railway, *Dibbin* 1578–1581——The South-Western Railway would carry for the public, in quantities, for the same price as for the carriers; instance of it, *Dibbin* 1646–1666——Statement made by Mr. Dibbin that Mr. Chaplin is favoured on the Southampton line to the injury of other carriers, *Robins* 2131–2133.

Return of the number of passengers carried; of the miles travelled; of the money received; of the average receipt per mile from each passenger, for each month, from April 1839 to the end of January 1840, *Rep.* v. *App. p.* 380——The company are not restricted as to fares but are allowed to charge such sum for power, &c. as the directors may fix in addition to other tolls, &c. *Ib.* 381——Gross and net profits of the company for 1838 and 1839, *Ib.*——Outgoings of the company, setting forth the several sources of expenditure, *Ib.*——No specific rules laid down for conducting the carrying business, *Ib.*——Return, of the gross amount received from 21 May 1838 to 31 December 1839, for conveyance of passengers and goods; the company are sole carriers and do not levy tolls, *Ib.*——The company are not restricted as to the charge for conveying goods, persons, or things, *Ib.* 362——Return, showing the maximum rate of tolls leviable upon all carriages used in conveying private carriages, goods, &c. *Ib.*——Return showing the rates which have been charged for the conveyance of private carriages, goods, &c. *Ib.*——Return, showing the fares which have been levied on each class of passengers, and the effect which any alteration thereon has had upon the number carried, or the fares received, *Ib.* 383——Return, showing the number of cases in which passenger or mail trains have failed to arrive at the appointed hours at either of the present termini, *Ib.* 447.

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Stage-coach Tax. A coach pays more taxes than a railway, and is charged whether the passengers are carried or not, *Moffat* 3988–3993.——The proposed graduated tax compared with the stage-coach duty, *Wickham* 4756–4757——The stage-coach duty was reduced nearly one third last year; it is now 10 per cent., *Wickham* 4781–4784——Statement relative to the proportion of the fares and earnings of coaches to the amount of duty, *Smith* 4920.

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Stage Coaches. If the companies were to raise their price for the conveyance of passengers exorbitantly, it would lead to the re-establishment of coaches, *Van Wart* 3208.

Sugar. Charges for carrying a hogshead of sugar from London to Birmingham by canal, *Derham* 573–588.

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T.

Taxation of Railways:

I. *Unequal and oppressive nature of the present Taxation of Railways:*

1. Generally.
2. Dundee and Arbroath Railway.
3. Dundee and Newtyle Railway.
4. Forfar and Arbroath Railway.
5. Glasgow, Paisley and Greenock Railway.
6. Manchester and Leeds Railway.

II. *Amount of the present Tax.*

III. *Modes of Evasion.*

Proposed Substitutes; viz.

IV. *A general reduction of the Tax.*

V. *Per-centage upon Gross Receipts from Passengers.*

VI. *Graduated Scale of Duty according to the approximation of Fares to the Parliamentary Maximum:*

1. Generally.
2. Effects upon the Revenue.
3. Difficulty of Evasion.

I. *Unequal and oppressive nature of the present Taxation of Railways:*

1. Generally:

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REPORT

FROM THE

SELECT COMMITTEE

ON

RAILWAYS;

TOGETHER WITH THE

MINUTES OF EVIDENCE

TAKEN BEFORE THEM,

AND

AN APPENDIX, AND INDEX.

Ordered, by The House of Commons, *to be Printed,*
27 *May* 1841.

Martis, 9° die Martii, 1841.

Ordered, That a Select Committee be appointed to consider whether it is desirable for the public safety to vest a discretionary power of issuing Regulations for the Prevention of Accidents upon Railways, in the Board of Trade; and if so, under what conditions and limitations.

And a Select Committee is appointed of—

Mr. Labouchere.	Sir John Guest.
Sir Robert Peel.	Mr. Freshfield.
Lord Seymour.	Mr. Thornely.
Sir James Graham.	Lord Stanley.
Mr. Loch.	Mr. Greene.
Lord Viscount Sandon.	Sir Harry Verney.
Mr. Easthope.	Mr. Henry Baring.
Lord Granville Somerset.	

Ordered, That the said Committee have power to send for Persons, Papers, and Records.

Ordered, That Five be the Quorum of the said Committee.

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REPORT.

THE SELECT COMMITTEE appointed to consider whether it is desirable for the Public Safety to vest a Discretionary Power of issuing REGULATIONS for the PREVENTION of ACCIDENTS upon RAILWAYS, in the Board of Trade; and if so, under what Conditions and Limitations;—— HAVE considered the Matters to them referred, and have agreed to the following REPORT:—

THE discretionary power which is especially referred to the consideration of Your Committee, is contained in the 11th clause of the Bill:

"And be it enacted, that it shall be lawful for the Lords of the said Committee to issue from time to time such regulations as they shall deem necessary for the prevention of accidents upon Railways: Provided always, that such regulations shall not prescribe anything of an experimental nature, nor interfere with the number of trains, nor with the times of starting, nor with the stoppage of trains, nor with the speed of travelling on any Railway further than may be necessary for the purpose of preserving an interval of not more than 15 minutes between succeeding trains; provided also, that any such regulation shall be, as nearly as circumstances may render it expedient, the same upon all Railways: provided also, that no such regulation shall be in force after the first issue thereof for a longer period than six months, unless at the end of such six months the Lords of the said Committee shall direct its further continuance; provided also, that no such regulation as aforesaid shall be binding upon any Railway Company, unless the Lords of the said Committee shall have given to such Company one calendar month's notice in writing of their intention to issue the same, in which notice the precise nature of such intended regulation shall be specifically stated, and if it be intended to apply to particular Railways, or in a different manner to different Railways, the reasons for such special application shall also be stated; and any Company shall be at liberty to memorialise the Lords of the said Committee against such intended regulation, which memorial shall be filed by the said Lords in their proper office for such purpose, and submitted to Parliament as hereinafter mentioned."

The reasons which were alleged as making it desirable that this discretionary power should be given to the Board of Trade, are stated by Sir Frederic Smith, who has been appointed to the situation of Inspector-general of Railways. He observes, that the question of Government Supervision having been settled by the Act of last Session for regulating Railways, it now only remains to determine the extent to which that supervision shall be carried.

114. He states, that it appears from the returns of accidents made to the Board of Trade, and from the inquiries instituted by the Board into their causes, that a considerable number have been occasioned by the want of proper
113. Regulations, and might have been prevented if a power of issuing Regulations had been vested in the Board of Trade. He also considers it important for the public safety that a power should exist somewhere of preventing what experience shows to have occasionally happened, the disregard of points so essential to the safety of the railway traveller, that there can be no rational doubt as to their necessity.

It is impossible, however, he says, to define the powers which should be granted to the Board of Trade as to the course they should pursue for the prevention of accidents, until it can be defined what are all the various causes having a tendency to endanger the safety of travellers by Railway.

In the present state of railway knowledge, if any positive and definite enactment were made, as to the particular cases in which the Board of Trade should or should not issue precautionary Regulations, the effect would be that powers might be given where experience would prove them to be unnecessary, while the authority would probably be fettered where it might be required to have the widest scope.

The various differences in local circumstances existing in the different Railways of the kingdom necessarily occasion a great variety in their systems of management, so as to render many Regulations which are highly proper upon some lines inapplicable to others without occasioning injury to the proprietors and inconvenience to the Public.

The real interests of the Railway Companies, as well as the safety of the Public, would therefore, Sir F. Smith considers, be best preserved by vesting a discretionary power in officers responsible not only to the chief of an important branch of the public service, but also to the Public and to Parliament.

It will be observed that in the clause above quoted, the discretionary power is limited in regard to several matters which are intimately and unavoidably connected with the public safety, such as the number, speed, and times of starting and stopping of trains.

60. These limitations have been introduced in order to meet the views of different Railway Companies, who represented them to be important for the
2141. protection of their interests; but Your Committee believe that the evidence
2142. they have collected clearly establishes the inexpediency of any such limitations,
1578. and they have therefore considered the propriety of giving to the Board of Trade a general unrestricted discretionary power in all matters connected with the public safety.

With reference to the expediency of vesting such a power in the Board of Trade, widely different opinions have been expressed by witnesses of great practical experience in the management of Railways.

On the one hand, it has been stated by witnesses extensively connected
1410. with Railways, that they consider it very desirable for the public safety that
1566. there

there should be some power to regulate a great number of things which cannot be regulated in any other way, and to enforce a greater degree of uniformity of system than now prevails in matters essential for the public safety; and that they view the proposal to vest a discretionary power in the Board of Trade without any apprehension of injury to their interests as Railway Proprietors. On the other hand, it has been strongly urged that the existence of such a power in a Government department would be injurious to the Railway interests, and might tend to diminish rather than increase the safety of Railway travelling, by interfering with the responsibility of those entrusted with the management. 1722. 1839. 1843. 1414. 1565. 1720. 1722. 1838. 283. 565. 671.

It is established by evidence to the satisfaction of Your Committee, that the existing power of supervision vested in the Board of Trade by the Act of last Session, for Regulating Railways, has worked well hitherto, and promises considerable advantages for the future, from the continuance of the amicable spirit and cordial co-operation which seem to have happily prevailed on the part both of the Inspector-general and the Directors and Engineers of Railways. 283. 353.

This amicable spirit, it has been represented by several witnesses connected with Railways, is likely to continue uninterrupted so long as the supervision of the Board of Trade is exercised as at present, in the way of suggestion; but if an absolute power of enforcing regulations under pain of a penalty were given, it might, although exercised with the greatest judgment and forbearance, have the unfortunate effect of engendering on the part of Railway Companies a desire of concealment and feelings of jealousy which would not otherwise arise. 283. 633.

Influenced by these considerations, Your Committee recommend that the Board of Trade should not at present have the discretionary power contemplated in the 11th clause of the Bill above quoted, and prefer that the supervision of that department should be exercised in the way of suggestion rather than in that of positive regulation. At the same time, they propose that Minutes should be made of the various suggestions which may from time to time be offered to Railway Companies; and Your Committee make this recommendation with a view to the suggestions themselves and the correspondence arising therefrom being submitted to Parliament whenever they may be called for.

Your Committee therefore suggest, that in lieu of the 11th clause, a clause should be substituted, requiring that Railway Companies shall enter in the minutes of the proceedings of their Boards of Management, or in some book to be brought under the notice of the Directors at their periodical meetings, all such suggestions as may be addressed to them by the Railway Department.

Your Committee are of opinion, that one great source of danger to the public may arise from a want of harmonious proceeding on the part of the Managers of connecting Railways, in reference to their Regulations and arrangements at the junctions; and Your Committee, with a view to remove the difficulties which are likely to exist in this matter, consider it expedient,

that whenever the Directors of connecting lines of Railway shall not be able to agree upon arrangements for conducting, with safety and convenience to the Public, their joint traffic, it shall be lawful for the Directors of either of such Railways to demand that the arrangements for carrying into effect the above object, so far as they can be deemed to relate to the safe and convenient transference of Passengers and Goods from one connecting Railway to the other, should be referred to arbitration, each of the Companies nominating an Arbitrator; and in the event of the disagreement of the Arbitrators so nominated, the Railway Department of the Committee of Privy Council, on application in writing by either party, should be authorized to appoint an Umpire, whose decision should be conclusive on such points as may be submitted to him in furtherance of these objects.

Your Committee are therefore of opinion, that clauses for the objects above stated should be added to the Bill.

NAME of Witness.	Profession or Condition.	By what Member of Committee Motion made for Attendance of the Witness.	Date of Arrival.	Date of Discharge.	Total Number of Days in London.	Number of Days under Examination by Committee, or acting specially under their Orders.	Expenses of Journey to London and back.	Expenses in London.	TOTAL Expenses allowed to Witness.
							£. s. d.	£. s. d.	£. s. d.
Capt. Lawes, R. N. (from Manchester).	- - -	Rt. Hon. H. Labouchere.	29 Mar.	1 April	3	1	6 6 –	3 3 –	9 9 –

27 *May* 1841.

PROCEEDINGS OF THE COMMITTEE.

Jovis, 11° *die Martii*, 1841.

Members Present:

Lord Granville Somerset.	Mr. Labouchere.
Mr. Easthope.	Lord Stanley.
Lord Seymour.	Mr. Freshfield.
Sir Harry Verney.	Lord Sandon.
Mr. Greene.	Mr. Thornely.

LORD SEYMOUR, CALLED TO THE CHAIR.

The Committee deliberated on the course of their proceedings.

[Adjourned till Monday next, at One o'clock.

Lunæ, 15° *die Martii*, 1841.

Members Present:

Lord Seymour.	Lord Granville Somerset.
Mr. Labouchere.	Sir James Graham.
Mr. Easthope.	Mr. Greene.
Mr. Thornely.	Lord Sandon.
Sir H. Verney.	Lord Stanley.
Sir Robert Peel.	Mr. Freshfield.

LORD SEYMOUR IN THE CHAIR.

Sir *Frederic Smith*, Examined.

[Adjourned till Friday next, at One o'clock.

Veneris, 19° *die Martii*, 1841.

Members Present:

Sir John Guest.	Mr. Baring.
Mr. Easthope.	Mr. Loch.
Lord Granville Somerset.	Lord Stanley.
Mr. Greene.	Lord Sandon.
Mr. Thornely.	

LORD SEYMOUR IN THE CHAIR.

Mr. *Booth*, Examined.

Mr. *Swift*, Examined.

[Adjourned till Monday, at One o'clock.

Lunæ, 22° *die Martii*, 1841.

Members Present:

Lord Granville Somerset.	Lord Sandon.
Sir Harry Verney.	Sir Robert Peel.
Sir John Guest.	Mr. Greene.
Mr. Freshfield.	Mr. Loch.
Mr. Labouchere.	Sir James Graham.
Mr. Baring.	Mr. Easthope.

LORD SEYMOUR IN THE CHAIR.

Mr. *Brunel*, Examined.

[Adjourned till Wednesday, at One o'clock.

Mercurii, 24° *die Martii*, 1841.

Members Present:

Lord Granville Somerset.	Mr. Loch.
Lord Seymour.	Mr. Labouchere.
Mr Freshfield.	Sir James Graham.
Mr. Baring.	Lord Sandon.
Mr. Greene.	

Lord Seymour in the Chair.

Mr. *Brunel*, further Examined.

[Adjourned till Friday, at One o'clock.

Veneris, 26° *die Martii*, 1841.

Members Present:

Lord Seymour.	Sir H. Verney.
Lord Granville Somerset.	Lord Sandon.
Mr. Greene.	Mr. Loch.
Mr. Labouchere.	

Lord Seymour in the Chair.

Mr. *Chapman*, Examined.
Mr. *Entwisle*, Examined.

[Adjourned till Monday, at One o'clock.

Lunæ, 29° *die Martii*, 1841.

Present:

Lord Granville Somerset.	Mr. Thornely.
Mr. Labouchere.	Mr. Easthope.
Lord Stanley.	Mr. Loch.
Lord Sandon.	Sir Robert Peel.
Lord Seymour.	

Lord Seymour in the Chair.

Mr. *Samuel Lang*, Examined.
Mr. *Stephenson*, Examined.
Mr. *Bury*, Examined.

[Adjourned till Wednesday, at One o'clock.

Mercurii, 31° *die Martii*, 1841.

Present:

Lord Seymour.	Mr. Labouchere.
Sir Harry Verney.	Mr. Loch.
Lord Granville Somerset.	Lord Sandon.
Mr. Freshfield.	

Lord Seymour in the Chair.

Mr. *Baxendale*, Examined.
Captain *Lawes*, R. N. Examined.

[Adjourned till Friday, at One o'clock.

Veneris, 2° *die Aprilis*, 1841.

Present:

Lord Seymour.	Mr. Freshfield.
Lord Granville Somerset.	Mr. Loch.
Mr. Thornely.	Mr. Labouchere.

LORD SEYMOUR IN THE CHAIR.

Mr. *Saunders*, Examined.

Sir *Frederic Smith*, Examined.

Veneris, 30° *die Aprilis*, 1841.

Members Present:

Mr. Labouchere.	Mr. Loch.
Mr. Easthope.	Lord Seymour.
Mr. Greene.	Mr. Thornely.
Lord Stanley.	Lord Sandon.
Mr. Freshfield.	Sir Robert Peel.
Mr. Baring.	Sir J. Graham.
Lord Granville Somerset.	Sir John Guest.
Sir Harry Verney.	

LORD SEYMOUR IN THE CHAIR.

The *Chairman* was requested to draw up a Report for the consideration of the Committee.

[Adjourned.

Jovis, 27° *die Maii*, 1841.

Present:

Mr. Green.	Sir John Guest.
Mr. Thornely.	Sir Harry Verney.
Lord Granville Somerset.	Mr. Loch.

LORD SEYMOUR IN THE CHAIR.

Report proposed by the Chairman, considered, and agreed to.

Resolved, THAT the Chairman do report the same to the House.

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MINUTES OF EVIDENCE.

Lunæ, 15° *die Martii*, 1841.

MEMBERS PRESENT.

Mr. Easthope.	Lord Viscount Sandon.
Mr. Freshfield.	Lord Granville Somerset.
Sir James Graham.	Lord Stanley.
Mr. Greene.	Mr. Thornely.
Mr. Labouchere.	Sir Harry Verney.
Sir Robert Peel.	

LORD SEYMOUR, IN THE CHAIR.

Lieutenant-Colonel Sir *Frederic Smith*, of the Royal Engineers, called in; and Examined.

Lieut.-Col. Sir *Fred. Smith.*

15 March 1841.

1. Mr. *Labouchere.*] WHAT situation do you fill in the Railway Department of the Board of Trade?—That of Inspector-general of Railways.

2. Of course you have considered the 11th clause of the Bill now before Parliament, for the better regulation of railways?—I have.

3. Do you consider that clause so framed as to be injurious to the railway proprietary?—I think not; I consider, on the contrary, it is calculated to give confidence to the public, and I could almost have imagined that the Bill had been framed in concert with the railway body, because they appear to be protected in every way in which protection could be desirable.

4. Do you think it would be possible to define the extent to which the Government interference contemplated by that clause should be limited?—I believe that would be quite impossible.

5. Have the goodness to state your reasons?—I have considered the subject for a long period, and as I thought it very likely this question might be put, I have drawn up a few memoranda on the subject, from which, with the permission of the Committee, I should wish to speak, because it contains all that I could say on the subject even in the longest examination.

6. Have the goodness to make the statement to the Committee to which you have referred?—The question of a Government supervision of railways has been already decided by the Legislature, and it now only remains to determine what powers should be given to the supervising department. It is not to be denied, that as a general rule, the Legislature should define the powers of the executive, but it will be impossible to define the powers which should be granted to the Railway Department of the Board of Trade, as to the course they should pursue for the prevention of accidents, until it can be defined what are all the various causes having a tendency to endanger the safety of travellers by railway; for it must be admitted that if the supervising authority is to be productive of any real benefit to the community, it must be by establishing regulations which may prevent the continuance of any system likely to produce accidents, and the adoption of such as are manifestly calculated to provide for the safety of the public. In the present state of railway knowledge, with accidents occurring first from one cause and then from another, if any positive and definite enactment were made, as to the particular cases in which

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which the Board of Trade should, or should not, issue precautionary regulations, the effect would be that powers might be given where experience would prove them to be unnecessary, and the authority would probably be fettered where it might be required to have the widest scope. The real interests of the railway companies as well as the safety of the traveller, would, in my opinion, be best preserved by vesting a discretionary power in responsible officers; officers not only responsible to the chief of an important branch of the public service, and whose office renders him the especial protector of the commerce of the country, but responsible also to the public and to Parliament. These officers, be they whom they may, must exercise the power entrusted to them with caution, so that while on the one hand they must endeavour to provide for the safety of the public, on the other hand they must strive to protect the fair interest of the railway companies, without relieving their directors from any part of their responsibility. In no case of doubtful necessity should the Railway Department of the Board of Trade interfere, by issuing regulations for the guidance of all or any of the railway companies; the necessity of interference should be obvious, and should come home to the conviction of the parties to whom the regulations might apply; and indeed the officers should be slow to disturb even a system which in itself would appear not altogether free from danger, provided it had stood the test of long experience without the occurrence of accidents. One advantage of the supervising authority is, that it would afford the means of concentrating a knowledge of the dangers, as well as of the security, of railway travelling, and admit of suggestions being made for the benefit of those companies where the least intelligence is displayed, derived from those where experience and talent have led to the adoption of the most perfect systems. In confirmation of this view, it may be stated that in the generality of cases where accidents of a serious nature have happened, and where the circumstances connected with those accidents have been inquired into by the officers of the Board of Trade, the suggestions which in consequence have been made, have, sooner or later, been in a great degree adopted. This might continue to be the case; but if the principle of supervision, as settled in the last session of Parliament, remain undisturbed, then it is not too much to expect that the department charged with this supervision, and to whom the public will therefore have a right in some degree to look for their security, should be empowered to enforce regulations necessary for the public safety, if the companies concerned should resist an appeal to their judgment and feelings. The safeguard of these companies, if it were not likely to result from a careful selection of the executive officers, is surely sufficiently established by the interval provided for in the Bill, of one month elapsing between notice of an intended regulation and the date of its being actually issued. This proviso, and the opportunity afforded to the railway companies of stating their reasons against the proposed regulation, superadded to the right of having those reasons brought under the cognizance of Parliament, would make the officers of the Railway Department cautious in suggesting, and the Lords of the Committee slow in enforcing, any regulation of a doubtful character. Again, the revision every six months of each regulation, affords a further guarantee for the interest of the railway body. There are some points which are so essential to the safety of the railway traveller that there can be no rational doubt as to their necessity, and yet we find that they have been, and are occasionally, disregarded: I will mention a few of the points on which it appears to me desirable the Board of Trade should have a right to issue regulations, they seem to be so essential to the public safety; but there are a great many others which I could not enumerate; indeed it would fill a volume to specify all.

7. Have the goodness to mention any which occur to you?—1st. The proper maintenance of the way. Parliament has already sanctioned the inspection of railways antecedently to their being opened. If that be a right principle, which can hardly be doubted, it is equally necessary that the railway should be kept in at least as good a state as that in which it is passed, and it is not impossible that in some of the poorer lines this might not be the case; certainly in the larger and longer lines so much care and attention seem to be paid, that very little supervision may be required, but in other instances that is not so. 2d. Upholding the fences. A want of attention to the fences of one of the lines, afforded an opportunity for some cattle to stray upon the railway, which caused the oversetting of the engine, and the improper opening of gates has also

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also led to the straying of sheep and other animals on the lines, which have thrown some of the carriages off the line, without, it is true, injuring the passengers. Another point is the safe construction and soundness of the carriages; this is a matter of very considerable importance to the public and to the railway companies. Opinions are much divided as to the superiority and relative safety of six-wheeled and four-wheeled engines, and there appear no reasons for requiring the exclusive use of either, for both have their advantages and their defects; the same reasoning will apply in some degree to the passenger carriages, for although it can hardly be doubted that six wheels give greater security to the passengers, yet so little injury has resulted from the use of four-wheeled carriages, that the policy of a change may be considered as by no means a settled point. In new lines where the stock is not provided, the question might be fairly considered, but in old lines, already supplied with four-wheeled carriages, and turn tables suited for them, it cannot be expected that a change should take place; I mention this to show that that is a point the Board of Trade ought not, in my opinion, to interfere with. The passenger, however, has a fair right to expect that the carriage, whether six or four-wheeled, shall be substantial, easy, and of a safe construction. Here I think the Board of Trade ought to interfere. The carriages should be subjected to an examination by a mechanic before each journey; that is considered necessary in stage coaches, and it is equally necessary, in my opinion, in railway carriages; this precaution will become the more important as the stock becomes worn from age. There is another subject which is of more importance; I mean the use of breaks. On some lines these are considered of less moment than upon other lines; but the general, if not the universal opinion is, that they are necessary on all, and yet we find it not an unusual thing to dispatch trains without any break whatsoever, and we have instances of fatal results being the consequence. In adopting any regulation on this head, it must be framed with reference to the nature of the inclined planes of the lines to which the regulation is intended to apply; for instance, on the Lickey incline, near Bromsgrove, it might be considered necessary that each carriage should be provided with a break, whereas a very limited number would suffice for that part of the Great Western Railway which is now open to the public. To show how necessary the managers of the Birmingham Railway Company consider it to be that the carriages running on their line should be provided with breaks, it is understood that they prohibit carriages belonging to other companies from coming upon the line excepting a certain proportion of them have breaks. It is known that the attention of Mr. George Stephenson was directed, for a long time, to the construction of a self-acting break to be attached to all the carriages of a train, and it is believed that Mr. Robert Stephenson has applied himself to the improvement of the break. These are high authorities as to the usefulness of this means of arresting the progress of a train, and it may be added that this subject is now under the consideration of the professional men of the South Western Railway. There is another subject which I have touched on in the reports I have had the honour to make to the President of the Board of Trade; I now allude to buffer-springs. I know that this is a point on which, perhaps, the whole of the railway body do not go with me to the full extent, but I feel strongly the necessity of these buffers. In lines of great traffic, with short intervals between the trains, and where there is consequently the greater probability of collisions, the best means should be adopted to diminish the fatal consequences of such accidents; various modes of effecting this object, some few of which have been highly ingenious, have been suggested to the Board of Trade; but under the view taken by the Lords of the Committee, that they were not justified in interfering in matters of an experimental nature, the officers of the Railway Department have invariably recommended the inventors alluded to, to address themselves to the different railway companies, from whom they might expect encouragement, provided their plans were found to be likely to conduce to the public safety. The officers of the Board of Trade conceive that they will fulfil their duty in recommending the general use of buffer-springs to all passenger carriages.

8. Do you conceive it would be the duty of the Board of Trade absolutely to oblige all railway companies to adopt buffer-springs?—I think the Board of Trade should compel all railway companies to use buffer-springs or other means of lessening the force of collision, where there is frequent traffic.

Lieut.-Col. Sir *Fred. Smith.*

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9. Viscount *Sandon.*] Are there many railroads on which buffer-springs are not used?—I do not recollect one in which the buffer-springs are not used for the first class passengers; they strike me as being equally necessary for the second and third; and as the second and third class passengers are more exposed than the first, I think these springs should be used to all passenger carriages.

10. Mr. *Easthope.*] Are they not used equally for the second class passengers?—I believe not.

11. Do you know any instance in which they are not used for second class carriages?—I am unwilling to rely on memory as to the particular instances; I think on none of the railways are buffer-springs used on the third class carriages, except on the York and North Midland, and there they have recently been introduced on a suggestion of mine in consequence of an accident happening to a third class passenger; there is perhaps no line on which the first class carriages are not provided with them.

12. Lord *Granville Somerset.*] Do you contemplate any improvements on the present buffer-springs?—I think it is very probable there will be, but I believe the Board of Trade have determined not to interfere in any experimental matter; I think that such matters should be left to the railway companies themselves, and when they shall have discovered anything which is preferable, if it be not found too expensive, I think they might be required to adopt it after sufficient trial.

13. All you would propose for the Board of Trade to do, is to provide that buffer-springs should be used, but that as to the description of springs, that should be left to the companies?—Yes.

14. Have you seen a publication of Sir George Cayley?—I have.

15. There are a good many propositions there which require experience to test the value of them, are there not?—I think, in addition to Sir George Cayley's, I have had 50 different plans brought before me; I think very few out of the 50 are so good as the existing springs, and with scarcely an exception have I ventured even privately to suggest to the engineers on lines the propriety of seeing these particular inventions, I have thought them so unsatisfactory.

16. Under the word buffer-spring, you would only include some mechanical contrivance to prevent the effect of a shock?—Yes, a buffer-spring is only good up to a certain point; the moment the springs are all completely home, if I may use the expression, the reaction comes into effect and does harm.

17. Would it be possible to confine the power of the Board of Trade as to these springs, by some words inserted in this Act of Parliament, simply to the object which you think you ought to attend to?—I do not think the Committee can well define what shall be the act of the Board of Trade in such a matter, for it must depend on experience.

18. Suppose the buffer-springs now in use, or anything which may be called buffer-springs, were discovered not to be effectual in obviating the effect of the shock, but that a new spring were invented which was effectual; would you think it justifiable on the part of the Board of Trade that they should order all the companies to adopt the new invention?—I do not think that if all other proper precautions were taken to prevent collisions, such a course would be necessary.

19. You do not contemplate the possibility of putting into legal form words which would enable you to enforce the use of buffer-springs, or any other mechanical contrivance, to prevent the evils of collision?—Provided no discretionary power were given to the Board of Trade, it might be necessary to specify that, and other points requiring their attention; but if discretionary power be given, I think it would be better to leave these points to the control of the Railway Department, as they would have no wish but to do that which was best for the public, looking at the same time to the interests of the railway companies.

20. Lord *Stanley.*] Do you think it practicable to change the form of this clause in such a manner as, instead of giving, as this clause does, a general power of regulation with certain exceptions, would give the powers specifically required, and no powers except those which are given specifically in the clause?—I think that unless you could specify precisely the nature of the accidents likely to occur, or what are the causes of those accidents, that could not be done,

done, for these causes are varying from day to day; one day they happen from one cause, and another day from another. I cannot see how any specific clause would meet the object, because by implication, whatever was omitted in the clause the Board of Trade of course could not take cognizance of.

21. You have enumerated in the present clause the subjects on which you shall not make regulations; do you not consider it possible, instead of the exceptions, to enumerate the subjects on which you should be empowered to make regulations?—I am most decidedly of opinion that this would be impossible.

22. Mr. *Labouchere.*] Are there any other points in connexion with this subject, on which you are desirous of making a statement?—Yes; there are a few other points with regard to the carriage of luggage; on some lines the luggage is worked quite independently of the passengers; on other lines that is not the case. When luggage is worked with passengers a much greater attention is necessary, in my opinion, to the construction of the luggage waggons; that is a point which I think the Board of Trade should have the power of looking into.

23. In what manner are you of opinion that the Board of Trade could with advantage interfere to prevent accidents in the case adverted to?—For instance, with regard to the mode in which the luggage waggons should be formed; in some instances they are enclosed by means of framework; in other instances only confined by lashings. We know from the accident on the Hull and Selby, that the lashing is a very unsafe mode of confining anything to the luggage waggon; in the case in question the casting fell off, and five or six carriages were thrown completely off the line, and five or six persons were killed.

24. That was from the imperfect manner in which the luggage was secured?—Yes.

25. Mr. *Thornely.*] Was that luggage, or a piece of iron?—A piece of iron.

26. Do you recollect the weight of the piece of iron?—I do not.

27. Viscount *Sandon.*] That piece of iron was being carried as goods?—It was; the very weight of it was considered to have rendered it more secure.

28. Lord *Stanley.*] The piece of iron not only was not enclosed within a frame, but it projected considerably over the side of the carriage, did it not?—It did.

29. Was not it put in a slanting direction?—No; it fell in a slanting direction, but I believe it was not so placed.

30. Mr. *Easthope.*] Is it not the case, that when passengers are passed with luggage trains, they are generally of the third class, or those conveyed at the cheapest rate?—I believe on the London and Birmingham that is the case; but on the line to which my present observations apply, the first and second class were carried with the luggage, and the luggage preceded the passengers, which was certainly dangerous unless the luggage waggons were made as secure and as strong as the passenger carriages.

31. Sir *James Graham.*] On the Manchester and Leeds there is a mixture of first and second and third class luggage?—Yes.

32. Everything conveyed on any train is conveyed in each train?—Yes.

33. Mr. *Labouchere.*] By luggage you mean goods, not passengers' luggage?—I mean goods.

34. Lord *Granville Somerset.*] In those cases, would you think it equally necessary to have buffer-springs applied to the luggage carriages?—I should be glad to see them, but I believe there is an objection against them on the ground of expense; if I were acting as the engineer of a line, I should adopt them.

35. Mr. *Labouchere.*] You entertain a doubt whether it would be the duty of the Board of Trade to enforce such a regulation?—I do so, on this ground, that so few lines have them. I cannot conceive it possible that the intelligent men who have conducted those lines would not have adopted them if they found it necessary; if it were found on the principal lines of great importance to adopt buffer-springs with their luggage trains, I should be disposed then to recommend to the Board of Trade to carry out that principle further.

36. Lord *Granville Somerset.*] I am assuming the mixture of the luggage trucks with the passenger carriages?—I mean that.

37. On the ground that the same necessity must exist in the one case as in the other?—It is very desirable.

38. Wherever they are mixed up with the passenger carriages, you consider it

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it necessary?—I think it better to have all the carriages of whatever construction is considered the safest.

39. Sir *James Graham.*] In your opinion, are mixed trains with trucks of goods in the front, or bringing up the rear, much less safe as it respects the conveyance of passengers?—I think that depends, first of all, on the construction of the waggons, and, in the next place, on their loading. I think if they are loaded to a very great height they are not so safe as passenger carriages running in the same lines; the wind has a greater effect upon them, and in going down heavy inclines there is a greater tendency to pitch.

40. As the traffic is conducted on the Manchester and Leeds, do you think it conducive to the safety of the passengers, or the reverse?—I have not been much on that line since it was at work, in fact only once since the whole line has been open. There seems considerable attention paid there to the safety of the passengers, but it is yet early to give a decided opinion as to its working. There appears to be a very great rush of persons on the line, to be carried, and to have their goods carried, which may give it an appearance of greater confusion than really exists.

41. Under clause 11, supposing it passed in its present shape, would the Board of Trade have a right to interfere with the practice, as it at present exists on the Manchester and Leeds, of a mixed train?—As the clause now stands, if anything positively dangerous were in practice on that line, I think the Board of Trade would have a right to protest against it, and to prevent it.

42. If the Board of Trade were to think that the conveyance of goods in the same train with passengers was dangerous to the safety of the passengers, would it, as the clause now stands, have the power of preventing the Manchester and Leeds sending mixed trains as at present?—I must give an answer in rather a qualified manner. As the clause is now framed, the President of the Board of Trade would have a right to give any order of any description, but in fact there must be a month's notice of any regulation before it can be carried into effect: and parties would have the right of protesting against it and giving their reasons; those reasons would be laid before Parliament, and I cannot conceive that a President of the Board of Trade would be found to issue such a regulation, nor any of its officers to suggest it. I grant, if there is any injury likely to result from the working, they would have the right to interfere.

43. Lord *Stanley.*] Supposing, under the regulation you suggest, the passengers' carriages should be provided with buffer-springs, but that the luggage carriages were left unprovided with buffer-springs, would you consider yourself justified in recommending to the Board of Trade to place their restrictions on the union of the carriages so imperfectly constructed with the passengers' trains?—Decidedly, if I saw danger in the practice.

44. Sir *Robert Peel.*] The 11th clause gives a power to the President of the Board of Trade to issue regulations for the prevention of accidents; but it is provided that the regulation shall be invalid if it prescribes anything of an experimental nature, if it interferes with the number of trains, if it interferes with the times of starting, if it interferes with the stoppage of trains, or if it interferes with the speed of travelling. Do not you think there will be likely to be a great deal of litigation and discussion as to the effect of any regulation which may be made, and that the railway companies will probably assert that there is an indirect interference with the speed of travelling, for instance?—I do not see, with reference to the point I have already touched upon, that that will be the case. The speed of travelling, I suppose, will be the maximum speed on the line. Though a restriction is introduced into the Bill as to the interference of the Board of Trade, that is a point on which I have rather a strong opinion; I think the regulating maximum speed on inclined planes is of much consequence.

45. Mr. *Labouchere.*] Is not that point considerably affected by the view of the Board of Trade as to engineers' time-tables being constructed, and whether those time-tables are so far observed as that the carriages shall be worked by the companies according to them?—Yes; but I think that would not affect the actual maximum rate of speed.

46. Of course it would not affect the actual rate of speed at any particular point; but would it not materially diminish the chance of an undue rate of speed being established on any particular railway, if the time-tables are constructed

structed on a principle which leaves no reason for having an excessive rate of speed at any particular point?—That might be a subject of discussion between the Board of Trade and the company.

47. Sir *Robert Peel.*] Supposing the Board of Trade were to think 28 miles ought to be the maximum, they would have the power of prescribing that by their regulations, would they not?—That never could be the maximum, except on a very severe incline indeed.

48. But if they were of that opinion, would not they have the power of prescribing it?—No, I think not.

49. What do you understand to be the effect of the restriction against prescribing anything of an experimental nature?—That the regulations are not to require anything which has not been tried on some railway for a length of time.

50. Supposing the Board heard of a scheme which had been tried by a railway company in the United States, and had succeeded there, you would not consider that an experimental suggestion?—I should not recommend to the Board of Trade to try schemes coming from America; I should consider the experiments alluded to as applying to this country; and, for instance, I should not have recommended to the President of the Board of Trade to require the adoption of the engine which is now used on the Lickey incline, which came from America, although its performances appear astonishing to some engineers.

51. Supposing it applied to any part of the country, it would no longer be an experimental regulation?—Decidedly not.

52. Then the Board of Trade would have the power of applying it to all railways?—Yes; but I should think that very indiscreet. I think no Cabinet Minister, nor any officer employed by that Cabinet Minister, would think of bringing such a thing forward. It would be a great want of judgment; and I think it is rather in the judgment of the officers who may be selected for those duties, that the safety of the public and the interests of railway companies will be best met.

53. Supposing some proper regulations with respect to the passengers' and luggage trains were made by the Government, but that a railway company were to say, "this is a very good regulation in point of fact, but we could not work so many trains if that were prescribed;" this allegation, if it could be substantiated, would make the regulation invalid, as it would be an interference with the number of trains?—Decidedly.

54. Mr. *Labouchere.*] Have you rightly construed the clause; is not its effect that the Board of Trade has no power of issuing direct regulations to interfere with the speed on the railway, or the number of trains, but that it would not be a sufficient objection on the part of any railway company, if the Board of Trade, in exercising its power of making regulations under this clause, insisted on conditions which might indirectly interfere with the rate of speed or the number of trains, and that the Board of Trade would still be at liberty to exercise that power, though indirectly it might interfere with the rate of speed or the number of trains?—I apprehend the intention of that clause is to prevent the Board of Trade establishing a greater number of trains than the company desire.

55. Sir *Robert Peel.*] Should it not be, that the Board of Trade shall not require a greater or a less number of trains, rather than "interfere with;" do not you think the words "interfere with" are of very indefinite meaning?—Perhaps it should be; the way is to take it practically; the Board of Trade are not to interfere further than may be necessary for the purpose of preserving an interval of not more than 15 minutes.

56. Mr. *Easthope.*] If you were consulted on the operation of that part of the clause, should not you say, that if you have the power of positively prohibiting trains passing at a less distance of time than 15 minutes, you may inevitably interfere with the number of trains?—I think the clause does not bear that construction; the intention I believe is, that in no case shall the Board of Trade interfere to require a greater interval than 15 minutes; but they will not always prescribe that interval; they could not, for instance, upon the Greenwich Line. To prescribe 15 minutes there would be absurd, for they run over the ground in less than 15 minutes; that which applies to the Greenwich Line would not apply to the longer lines.

57. Lord *Sandon.*] If that regulation were made, it would apply to such a line as the London and Birmingham?—The Greenwich is nearly level, the

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London and Birmingham is not so. In proceeding from Euston-square to Tring, I should have no objection, going in a train followed by another, to have an interval of only five minutes between them; but I should be very sorry to descend from Tring with less than a 15 minutes interval.

58. You would be governed in that, not by the convenience of the public, connected with the length or shortness of the line, but the gradients, which would make an interval of the one or the other requisite?—Yes, I look to it mainly as a matter of protection to the public, not at all as a matter of convenience, which is not my duty.

59. Sir *Robert Peel.*] Supposing it desirable for the Board of Trade to prescribe a regulation, that on a certain signal being shown there should be an absolute stoppage on the line; under that clause you could not prescribe that regulation, could you, because you could not provide for the stoppage?—I think the words stoppage of trains has a reference to particular stations, not stoppage in case of danger; perhaps it might be otherwise worded.

60. Mr. *Labouchere.*] Is it not the case that all those limitations were introduced in order to meet the views of different railway companies, who appeared to consider them important as protections to their interests?—I believe that was so.

61. Lord *Granville Somerset.*] I presume the way in which you consider this capable of being enforced is under the 12th clause, which gives a power to fine railway companies who do not attend to the regulations prescribed by the Board of Trade, and all fines incurred in consequence of their negligence or disobedience are to be recovered in the courts of record; then supposing the railway company say those regulations are not borne out by the Act of Parliament, the question would have to be submitted to a jury, who would have to say whether the Board of Trade or the company was right?—I presume so.

62. Previous to that the railway company would have an opportunity of representing to the Board of Trade that they had exceeded their power, and you would have to see whether you had exceeded your power; if you thought you had not exceeded your power, then you would go on and enforce your regulations?—Yes, unless the arguments adduced by the railway company to whom the regulation might be addressed should prevail. We do not expect that we are infallible: we may issue regulations which on further consideration may be found unnecessary, and a month's interval is given in order that they may be considered.

63. If they were found on consideration and consultation to have exceeded the bounds prescribed by the Act of Parliament, they would of course withdraw them, as they would have no way of enforcing them?—As a matter of course I should expect they would be withdrawn.

64. Sir *James Graham.*] Under the Act of last session there is a power given to the Board of Trade to apply to the legal tribunals to enforce a compliance with the Railway Acts in case of railways becoming dangerous, is there not?—That is not a power to which I have turned my particular attention.

65. Mr. *Labouchere.*] Are you not of opinion, from past experience of the manner in which the powers already given to the Board of Trade have been worked practically, that what would take place would be that the Board of Trade would communicate with the railway companies, and advise them to adopt such and such improvements; and that in nine cases out of ten the railway companies would attend to those suggestions without the extreme powers required to be exercised?—Certainly, we have worked with perfect harmony. I hoped it would have continued; but there has a difference arisen on this very clause, which I regret. I cannot imagine that a clause could be drawn with greater attention to the benefit of the railway companies.

66. Do you know whether the power of prosecution given under Lord Seymour's Act has been acted upon?—I believe not; I have been met by all the railway directors and all the railway managers with the very best possible feelings.

67. Mr. *Easthope.*] Can you state whether the words introduced, "nor with the stoppage of trains," were intended to refer to the places at which the trains should stop?—I imagine that to be the case.

68. Was it not intended that you should not interfere with the places at which the train should stop?—Decidedly that was the intention.

69. Sir *James Graham.*] At this moment there is on the Great Western an electrical telegraph, is there not, from the point of starting to the first station out of London?—I know that there was; I am not sure whether there still is.

70. That

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70. That telegraph, it is stated, is of use to prevent trains approaching the station at moments of danger?—It might be used in that way; I am not aware whether it ever was so used.

71. Do you suppose that telegraph communication, being established on that line, to be of an experimental nature or not?—I should think it utterly impossible for the Government to force any company to adopt a regulation of that kind.

72. If it was a practice on that line, and is conducive to the public safety, why should you say it may not be enforced?—Because I should say the public safety might be secured at a much less expense.

73. But still the Board of Trade might say, "We have the experience on the Great Western Railway of this telegraph being conducive to public safety;" would it not be in their power, as the clause is now drawn, to prescribe that regulation, relying on the practice, and not regarding it as an experiment?—I think it might tend to cramp the commerce of the country, now carried on very much by railways, and that it would be too expensive an expedient to compel the recourse to it.

74. That is a question of policy; but under the clause as it now stands would not the Board of Trade have a right to interfere?—I think they would have a right to interfere; but they must have their proceedings taken notice of by Parliament, and I do not see how any Government could support such a proceeding.

75. You think a telegraph communication might be ordered on any railway?—We are now looking at the question of power, not its application; and as the clause stands, perhaps the President of the Board of Trade might have power to issue such a regulation, but one can hardly conceive the possibility of anything so absurd as his exercising it.

76. Mr. *Labouchere.*] Do you think it would be possible to give a discretionary power of any value to the Board of Trade, which, if exercised without common sense, might not produce the most injurious results to the railway companies?—It is impossible to conceive of such a regulation being issued.

77. Lord *Stanley.*] Is not one of the cases in which there is the greatest danger of accidents occurring on railways, the point at which one railroad runs into another?—Yes.

78. Have not several serious accidents occurred at the points of junction of different railways?—Some have; but all junctions require a great deal of caution.

79. You have expressed an opinion that where there is a junction of one railway with another, all trains should stop before they come to the junction; that they should not run in without stopping?—That is my decided opinion.

80. Would not this clause, as worded, take away that power, inasmuch as it would prevent the Board of Trade making any regulation which would interfere with the stoppage of trains; and is not that a most important regulation, in order to prevent trains running into other trains?—They should bring up as nearly as they can; I do not think it necessary that they should come to a dead stand, but that the train should be completely under the power of the engineer.

81. Referring to the accident on the London and Birmingham line, did not that happen from the train being stopped in such a situation as to cross the main line, so that the Midland train was cut in two by the Birmingham train coming up?—The accident arose from the Midland Counties down train crossing the up-line of the London and Birmingham.

82. That must be the case in every railroad which consists of a double line, one line must cross to the other?—That is quite unavoidable.

83. Did not this accident happen after the train had come to a stop from the improper position in which it was stopped?—No; the accident did not arise from that, but from the up-train being allowed to run in upon the Midland Counties train when in the act of crossing.

84. Was not it to remedy the inconveniences and dangers of this kind you proposed that every train should be compelled to stop before it arrives at the junction?—Yes.

85. Is not that power expressly withheld from you by this clause?—That is not the intention of the words inserted in this clause.

86. Mr. *Labouchere.*] Would not the difficulty suggested by the last question

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tion be avoided, by saying that by "stoppage of trains" was meant stations?—I should think so.

87. Sir *Robert Peel.*] Supposing you thought it desirable to prescribe, that on attaining a station the speed should be materially relaxed, would not the words "the speed of travelling" meet the case?—Yes.

88. Mr. *Easthope.*] Would not that affect the question of the time consumed upon the journey?—It is intended to apply to the average speed on the line.

89. If you were to insist on a regulation of that sort, in the hope that it might not affect the question of the time consumed in the journey, would not its recurring a number of times be likely to occasion the railway directors to say, you are now going to interfere with our speed of travelling?—That might be said, certainly.

90. Mr. *Labouchere.*] Do you feel yourself competent to give a precise opinion upon the particular expressions of this clause?—No, not in a legal sense.

91. Mr. *Thornely.*] With respect to the interval of 15 minutes; supposing the mail train, travelling of course with the greatest speed on the railway, should overtake a slower train near a sideling, so that you put the slow train aside and let the mail train pass, would you keep the slower train back 15 minutes before it passed on?—No, decidedly not; that is a matter where discretion can apply, and where legal enactment will not apply; where slow trains are following quick trains, you may have a very short interval, but where very quick trains are following slow trains, you require a longer interval.

92. Lord *Granville Somerset.*] Under the clause of this Bill, what right would the Board of Trade have to allow the Greenwich Railway Company to run their trains within 15 minutes one of another?—They have the right; it is only that the Board of Trade cannot insist on a longer interval.

93. They have the power to give permission to run every five minutes, but cannot delay them longer than 15?—Yes, that was the intention.

94. Mr. *Easthope.*] Your opinion with respect to intervals would be governed by the curves as well as the gradients on the Railway, would it not?—As to curves, they require a slower rate of speed.

95. The curves would affect the prudence of a greater or less length of time, as well as the gradients?—To a certain degree on embankments, though not in cuttings.

96. On the Greenwich line you can see from one end to the other?—Yes, except in foggy weather; and at such times one would imagine the directors would run their trains less frequently. I know that at certain seasons, such as Easter and Whitsuntide, they run their trains every five minutes; by means of increased precautions, no accidents have happened; and the object of the Board of Trade would be, to see those precautions perpetuated, for the time will come when there are not the same persons working the lines who saw the necessity of the precautions which were originally adopted, and the precautions may fall into disuse, and there may be fearful accidents; if there were a central body where the regulations are known, and where, if they fall into disuse, they might be repeated, there would not be the same danger.

97. Viscount *Sandon.*] Is there ever any accident affecting life, which does not affect, to a very large extent, the property of the company itself?—That I cannot give an opinion upon; it may be presumed to do so.

98. There is the destruction of the carriages and the engine?—In the accident which happened on the South Western at Nine Elms, there was one person killed, and many others seriously hurt, but not one of the carriages was broken, and there was very little injury to them; it was extraordinary there was so little.

99. Generally speaking, an accident which affects life affects the property of the company, such as upsetting the engine?—The upsetting of an engine does great injury to the company.

100. The company have an interest at stake in avoiding collisions, in the actual amount of damage?—I apprehend they have.

101. Mr. *Labouchere.*] Does not an accident affect the receipts of the company for some time afterwards?—I should imagine so.

102. Mr. *Easthope.*] Are you aware that it is a question of great cost to the company, in reference to compensation to individuals?—I am aware it has been in some cases; I can mention a case in which it has.

103. In the case you mention of the South Western, are you aware that great compensation was given?—I am aware that there was.

104. Lord *Granville Somerset.*] Are you aware that that was under a threat of legal proceedings?—It was under a threat of legal proceedings.

105. Did that extend to all the individuals injured, or only to the individual who was more vigorous in his proceedings against the company?—I know only one individual who received compensation; whether the others did or not, I cannot say.

106. What was the sort of injury that that individual received?—An injury to his face, I believe.

107. Knocking out his teeth?—No, the breaking of his nose.

108. You do not know whether the compensation was given to a great number of those persons, there being upwards of 60 more or less injured?—I am not aware that even one more person received compensation; but I am told that others received compensation.

109. Viscount *Sandon.*] Out of the 26 or 28 accidents recorded in your report, how many are there which by the regulations of the Board of Trade might have been prevented?—I think under proper care and regulations a very large proportion of these would not have occurred.

110. Do you think you could prevent the servants being careless, however careful the superintendence might be?—I think the servants will be made careful by being looked after.

111. Can the Board of Trade look after the servants?—No; but I believe that where there is a general attention to the servants, care may be insured; you will very soon see whether a railway is well or ill attended to; no engineer can go on a line without seeing this; in fact a common traveller can observe the difference between them.

112. You have no apprehension that, by affecting to convey to a central Board the management of all the railroads in the country, you shall diminish the responsibility of all the companies?—I have no fear of this; and if the Board so entrusted acts with proper discretion, it will never deprive the railway directors of their responsibility, but will furnish an inducement to their officers to be more alert; and if any one of the railway inspectors were employed in doing nothing else but going round and superintending the different lines, he would see the improvements making in one line, and the precautions used on that line and not used on others, and thus be able to make suggestions to the different railway engineers, as I have done in many instances with perfect fairness and openness, of improvements which had been adopted on the other lines, and were working very well; and in some instances those improvements have, at my suggestion, been introduced, and I have no doubt will be in others.

113. Lord *Granville Somerset.*] Looking to those cases of accident which have occurred, are those, in your opinion, referable as much to bad regulations as to the inattention of the servants?—Decidedly.

114. Many of those, you think, the regulations of the Board of Trade might prevent?—Yes, certainly. There were also accidents that took place before the passing of Lord Seymour's Bill, and the Board of Trade have received accounts of those accidents. I have commenced making extracts from them, and I have gone through the evidence on half of the accidents; the account is, of persons killed, 63; of persons wounded, 76, in addition to those lists in the report made by the officers to the President of the Board of Trade.

115. When you say 63 persons killed, do you include the servants of the company employed in the conduct of the trains?—Yes, without reference to those killed or injured in the construction of the works.

116. You have not taken in the case of the men killed by the bursting of an experimental boiler on the Birmingham and Gloucester Railway?—I think they are not in the list.

117. Viscount *Sandon.*] Or the persons walking on the line?—Yes; for I think that could be prevented to a great extent.

118. Mr. *Easthope.*] Do you consider the accidents that happened rather attributable to want of experience than to any other cause?—I am not prepared to say that, for looking to the intelligence of the engineers connected with the lines on which they have happened, they cannot be taxed with want of experience; and, looking to the South Western line for instance, the engineer on that line being one of the most experienced and most active, I cannot say

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say there is a want of experience; though a few accidents which have happened on the other lines I think may be imputed to that.

119. Viscount *Sandon.*] Should you feel yourself entitled by this clause to increase the number of officers on the line, the number of drivers to the engine, and so on?—I have rather a strong opinion on the number of drivers on the engine; I know it has been suggested there should be more men required on the engine than now; I do not think that would be a wise regulation; I think the engine should be left to the engineman who has charge of it, and to the stoker.

120. Would you consider that that should be left to the company, or would you desire the Board of Trade should have the power of increasing the number of officers and the establishment generally of persons working the engine or watching the road?—I think it should.

121. That is one of your objects; you think it desirable there should be a power vested in the Board of Trade, if they saw a line in their opinion insufficiently attended to as it respected servants, and they conceived the public safety was in consequence endangered, to call upon the company to increase their number?—Yes.

122. If you thought there should be a policeman at every mile, or every half-mile, for instance?—I should suppose that the establishment has always reference to the traffic and the nature of the line. If you look at the London and Birmingham, they have a very large number of police and servants; if you look at the Great Western Railway, they also have a large number; they may be necessary, but I do not say there are not other lines where they must have a smaller police, or they cannot work at all, for their funds would be exhausted by maintaining such an establishment. The establishment must be with reference not only to the length of the line, but to the work done upon it.

123. The Grand Junction had at one time policemen for every mile; should you feel yourself entitled to say that you have taken that precaution for the public safety, and we will not allow you to diminish your establishment?—I should say, You have had for a long period a large establishment of police; the London and Birmingham also have a large police, the Great Western have a large police; can you show any reason why you are going to reduce it; they will answer, We find it expensive, and do not feel it necessary. Do you intend to have no police to watch your line? Yes; we mean to employ the servants of our contractor, and make them constables. I should say, very probably, to the Board of Trade, this is a fair experiment for them to make; but I think they should not make that immediate change which would alarm the public and create danger, without stating their intention to do so, and the precautions intended.

124. You would, under this Bill, desire to have the power of directing an increase of their establishment?—Yes. I found on examining the accident at Taylor's Junction, on the York and North Midland, a great deficiency of servants at that junction, where there was a great deal of work to do; I discussed the matter with the chairman of that company; I suggested to him an increase of servants; on discussing it, he found it desirable, he admitted it, and servants were added.

125. Mr *Labouchere.*] Do you not think a case might arise of a railway company whose financial affairs were not in good order, reducing their establishment in such a manner as was obviously dangerous to the public safety; in that case would it not be the duty of the Board of Trade to interfere, and would it not be necessary that they should have the power of interfering?—Most decidedly.

126. Sir *James Graham.*] As the clause is now drawn, would not the Board of Trade have the power, on a short line with small traffic, to give directions as to the number of police to be kept up without any stint?—I apprehend they have the power as the clause is now drawn, to direct them to increase the number without stint, but it could be justified only on the ground of its being required for the protection of persons travelling on railways; the Board of Trade must show their reasons for it, and the railway companies must have their opportunity of bringing forward reasons against it, and I cannot conceive that the President of the Board of Trade would make such an order when objected to, unless it was shown to be requisite for the protection of the public.

127. Lord

127. Lord *Granville Somerset.*] Must you not, under the compelling clause of this Act, bring that question before a jury if the company would not pay the penalty without it?—That I cannot say.

128. Mr. *Labouchere.*] Do you think it possible, if any discretion is to be given to the Board of Trade with regard to the establishments of railways, to define precisely to what degree and in what particular cases the Board of Trade should interfere?—I am decidedly of opinion that could not be done.

129. If the Board of Trade is not to have the power of interfering in extreme cases on matters of such manifest importance to safety, would it not be better not to give any discretion at all to the Board of Trade?—I think, unless such power were given, the public would be safer without the power of any interference of the President of the Board of Trade; that it would be giving a false confidence to the public, producing no practical result.

130. Mr. *Easthope.*] Have you found that any undue desire to save expenses on railways has occasioned an omission of regulations, which might occasion accident?—I cannot say decidedly. I have been employed by the President of the Board of Trade in making certain investigations of railways where accidents have occurred; and as my attention has been directed chiefly to those accidents, I have not felt it my duty (for when I examined the railways I was not inspector-general of railways, but merely employed to investigate the causes of the different accidents which had occurred) to examine into the working of the lines in detail, but I am not aware that any accidents have happened from that cause.

131. Your present experience does not furnish you with any cases in which from an overstrained economy on the part of the managers of railways accidents have occurred?—I do not know that I have investigated any cases where accidents have happened from an overstrained economy, though I believe there are instances in which there has been an overstrained economy; but I would rather not give instances of that. I have made communications to the Board of Trade, but I do not feel it desirable to specify here the particular companies not having all the strength they ought to have.

132. Sir *James Graham.*] Have you seen an insufficient number of servants on some?—I have.

133. Mr. *Easthope.*] Have you found any indisposition to adopt suggestions of obvious practical utility?—Obvious to whom?

134. Obvious to yourself. When you have remonstrated against any deficiency or any practice, or pointed out any deficiency, have you found any positive disinclination on the part of any company to make the change?—I have not been in a position to propose any regulations to the companies, except with regard to accidents.

135. Take the question as applicable to accidents; when you pointed out where anything was likely to result in accident, or any expense was required to prevent accident, have you found a disinclination on the part of companies to undertake the expense which might be requisite?—I do not know that I can point out any case with regard to accidents; on the contrary, there was a good feeling shown. With regard to the South Western, every suggestion I made was adopted; and the same thing has occurred with the London and Birmingham.

136. Mr. *Labouchere.*] With regard to establishments, do you not think that the directors of any railway whose establishment was manifestly below what it ought to be, would most probably, on a suggestion from the Board of Trade, decide that the establishment should be increased; and that it is very unlikely the Board of Trade could be obliged to resort to the extreme measure of imposing penalties?—I have found in the boards of directors and their managers men so reasonable to deal with, that I have only felt it necessary to suggest to them what has occurred to me. In some two or three cases they have said, "We hardly think it necessary;" but I have found only one or two cases in which I have received that answer; in many cases they have yielded to and adopted my suggestions, and I think that would always be the case.

137. May it not form a very important protection to the public that there should remain behind the power to be exercised in certain cases, where the railway directors will not yield to reasonable representation, though probably that power will be very seldom called into exercise?—I think it may.

138. Sir *Robert Peel.*] The very circumstance of a public board in direct communication

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communication with the railway companies, having an opportunity of observing the improvements on one, and the neglect on the other, even if they limited themselves to actual suggestions or expostulations, would probably, in your opinion, have a very beneficial effect?—I think it would be highly practical and useful; but that, in order to that, they should have the power of direction.

139. Considering the desire of the directors to conform to useful regulations, and the unwillingness of a public department to require what was unreasonable, do you think amicable arrangements might be generally made?—I think there would seldom be a necessity for resorting to power, but that the department should have it.

140. Lord *Granville Somerset.*] Do not you think that the mode in which they would best carry out their regulations would be by amicable arrangements with the directors?—I think that the enforcing the regulations might be the exception; that suggestions would, in nine cases out of ten, be quite sufficient; with the present railway engineers and managers I think there would be little difficulty to encounter.

141. Lord *Stanley.*] Do you think, supposing a public board to have suggested a particular regulation to a railway company, but which was neglected, and in consequence of that a serious accident had occurred, a jury would not be inclined to visit with very heavy penalties the non-compliance with the regulation which had led to such accident?—That is a question, as to the feeling of the jury, that I cannot answer.

142. Viscount *Sandon.*] The feeling of the jury is generally against railways, is not it?—I do not think that will appear from the account of the verdicts; they have been very lenient in many cases, in my opinion.

143. Mr. *Easthope.*] Have you any doubt that if it was stated to the jury that the company had opposed any suggestion made, and it was manifest that the opposition had led to accidents, that circumstance would greatly increase the amount of penalty on the company?—I think that would depend on the nature and value of the suggestion; it might appear that the non-attention to the suggestion had really caused the accident, though the suggestion was not worth much. If the suggestion was very valuable and very obvious, it would, I think, very likely have the effect.

144. Do you think the railway directors themselves would feel a great reluctance to oppose you from that feeling; how does your experience go to that point?—It does not go to that point at all; we have conducted our affairs with such perfect harmony.

145–148. Viscount *Sandon.*] From your observation of railways, do you conceive it possible to insist on the accurate observance of any time table?—That depends very much on the nature of the line; I believe on some lines there is very great accuracy; I have requested to see the time tables, though I have no right to call for them; and looking at the state of the weather and other circumstances, and the nature of the line, there appears to have been very fair accuracy. I think if you can depend on time or on space in anything, it is in railway travelling.

149. Are there fewer cases of irregularity in railway travelling than at first existed?—Yes.

150. There is increasing regularity on the roads you have spoken of?—There is one line to which I can speak, the South Western, on which there appears to be a very great increase of regularity. I had an opportunity the other day of ascertaining that, and the punctuality was something not to be expected on any line; the extent of it was a difference of only five minutes between the time they actually arrived and the time they were expected.

151. Mr. *Greene.*] Have you observed that in some railways they have never observed punctuality in their time of starting?—I think where they start independently of other trains, there is not much irregularity; in the Birmingham, for instance, I think seldom more than five minutes, and that is generally made up before we get to Tring.

152. Lord *Granville Somerset.*] Do you believe that where railroads are worked in unison with other railroads, it is important that there should be some general authority to superintend the arrangements at those junctions?—Certainly; I believe I have before said so.

153. There is more danger of collision where the junctions occur than in other parts?—Yes. There is a point not touched on in the Bill, but it is one I

cannot

cannot help mentioning, with regard to the working of the second class carriages. You may arrive at Birmingham at half-past three, with a second class carriage, and at that time a second class train or mixed train starts on the Grand Junction, but after that, though several second class trains come down, there is none goes on; so that a gentleman coming down with the first class train may go on, but not his servant, unless in a first-class carriage.

154. Did you ever hear at the Board of Trade of a representation having been made by the Grand Junction company to the Postmaster-general, on the subject of the speed which they were expected to preserve, and the answer given by the Postmaster-general to that representation?—No, I never heard of that.

155. There has been no communication between the Postmaster-general and the Board of Trade, to your knowledge, on that subject?—I am not aware of any, but it would not pass under my observation,

156. Mr. *Labouchere.*] Is there any other point to which you wish to direct the attention of the Committee?—The necessity of having trains well supplied with lamps is now admitted on many of the best lines, and they are gradually introducing their use on a more extensive scale; but the inferior and shorter lines are still badly provided with them. Their necessity is only, however, relative, depending in each case on the nature and extent of the traffic, and therefore it would be difficult to frame a general rule on this head; but from the circumstances attending the fatal accident at Taylor's Junction on the York and North Midland Railway, it may be concluded that the safety of the traveller would be materially increased by having two tail lamps to the hinder carriage of every train, unless indeed the carriages were supplied with lamps upon the liberal scale adopted upon the Great Western Railway, where each is supplied with two lamps, showing a white light to the head, and a red light to the tail of the train. At the suggestion of the Board of Trade, the directors of the York and North Midland Railway, shortly after the accident at Taylor's Junction, supplied the hinder carriages of the trains with two tail lamps; they have also given buffer-springs to their second and third class carriages, and have increased the number of their porters at Taylor's Junction. There should be a proper code of signals, which should, as far as possible, be uniform in principle; at least they should not be on one line essentially different from what they are on another line in connexion with it. On some of the Scotch lines this defect prevailed until the evil was pointed out by the Board of Trade. When the Birmingham and Gloucester trains run upon the London and Birmingham line, unless the signals be assimilated, which it is believed is not the case at present, some fearful accident may be the result; but although a perfect and general uniformity of signals would be desirable, yet that object may not be deemed so essential as to render it proper for the London and Birmingham and Great Western, who have now very different codes, to adopt the same.

Regulations are required as to the mode of proceeding when trains break down which are closely followed by other trains. The accident of the 8th of January last, attended with the loss of two lives, on the Midland Counties railway, proves the necessity of proper regulations being issued by every company for the guidance of their servants under such circumstances. The mode of proceeding agreed upon between the Board of Trade and the managers of the Midland Counties railway, as the proper course to be adopted on the occurrence of such accidents, has been communicated by this department to some other companies, and has been made a part of their code of regulations. On some of the principal lines the managers are now convinced of the necessity of having some signal more certain than the ordinary red flag or light, to give, in foggy weather, intimation to engine-drivers that they are approaching other trains or some dangerous obstruction on the line; and in consequence of this conviction various experiments are being tried to arrive at a satisfactory system of fog-signals. On the London and Birmingham railway, for instance, the chief of the locomotive department is applying himself to the consideration of this important subject; and the superintendent of the Manchester and Leeds railway is engaged in the same manner; and this may be the case also on other lines. In the event of any of the numerous plans now in agitation being adopted by the railways of most importance, it would be a fair exercise of discretionary power on the part of the Board of Trade, after sufficient experience of

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of such fog signals, to call upon other companies to which, from the frequency of running trains, such regulation might fairly apply, to adopt either the signals in question or some other likely to give equal security to the public passenger.

A system of precautions should be adopted to prevent collisions at the crossing of highways or other railways on the level. The necessity of well considered general regulations on this point has been proved by the occurrence of several accidents at the crossing of highways, and an accident which happened by a Croydon train running into a Greenwich train; and indeed every day's experience on this subject, shows manifestly that it demands attention.

Regulations are also necessary where junctions occur with branch lines. The accident which happened at the Rugby station, from a collision between a Birmingham up-train and a Midland Counties down-train, has shown the necessity of extreme caution at such points. With the admirable management which generally prevails on the London and Birmingham railway, it might have been supposed that no fresh regulations were needed in a case of this kind; but a system has been adopted from which a much greater degree of security will result to the traveller, and the Board of Trade have felt it their duty to communicate this system to the managers of other lines similarly situated, with a view to general adoption. The accident alluded to in this article, was in a great degree attributable to the want of proper fog-signals. There is also a necessity for precautions for the public safety on lines where the permanent way is used by carriages other than those employed in the traffic. The accidents on the Lancaster and Preston railway, of the 16th December last, and of the 2d of the same month on the Birmingham and Derby Junction line, make out the expediency of issuing proper regulations on this head. There should be regulations also with respect to extra trains. In the greater number of lines, some system prevails with respect to the precautions essential to prevent accident by the working of extra or special trains. Wherever regulations on this important point do not exist, the Board of Trade should have the power of requiring them to be established. Regulations are necessary also for the enforcement of an order to prevent engine-drivers leaving their engines when on the line. Had such a general order been issued in a clear and positive manner, the accident which occurred at the Harrow station, on the London and Birmingham, in November last, and the accident at the Whitmore station, would in all probability not have taken place.

157. Viscount *Sandon.*] Do not the regulations you think it necessary to make at the junctions involve a loss of time at the junctions?—All junctions must cause a loss of time more or less.

158. What is the probable loss of time you think necessary when a train comes in to a tributary railway?—About five minutes, I should say, would be the least at each junction.

159. Sir *Harry Verney.*] Therefore if one railway crosses five railways on a single line, there are five times five minutes lost?—The trains ought to cross another railway very slowly: I make a distinction between the crossing and the stopping. The crossing of another line would not occupy a minute; it is a loss of speed and in getting up the speed again which causes the delay.

160. Lord *Stanley.*] You have estimated a loss of five minutes at each junction, without having any reference to the circumstance of the train meeting another train there, and the possible loss of time from their not exactly meeting together?—The one might merge in another, or it might not; the re-marshalling, as it is called, takes time.

161. The five minutes loss of time at the junction arises from slacking near the piont of junction, stopping, and getting on again?—Yes.

162. That is, supposing the trains not to meet any other train?—Yes.

163. Sir *Harry Verney.*] You reckon that five minutes is lost at every stoppage?—Very little less.

164. Mr. *Freshfield.*] Do you know the time occupied in getting from the London and Birmingham line to the Midland Counties line, with the mail train?—No, I do not; I know there must be a certain time lost.

Veneris, 19° *die Martii*, 1841.

MEMBERS PRESENT.

Mr. H. Baring.	Lord Sandon.
Mr. Easthope.	Lord Seymour.
Mr. Greene.	Lord Granville Somerset.
Sir J. Guest.	Lord Stanley.
The Rt. Hon. Henry Labouchere.	Mr. Thornely.
Mr. Loch.	

LORD SEYMOUR, IN THE CHAIR.

Henry Booth, Esq. called in; and Examined.

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165. *Chairman.*] WHAT situation do you hold in connexion with railways?—I am Treasurer and General Manager of the Liverpool and Manchester Railway.

166. Has your attention been called to the eleventh clause of the Bill before Parliament?—It has.

167. With regard to the discretionary powers taken by the Board of Trade in this clause, applicable to all railways, what is the particular power as to which, on the part of the railways, you object; to what application of their powers do you object?—The railway companies feel considerable alarm at the large, general, and undefined powers it is proposed to give to the Board of Trade by that clause, and they wish for an opportunity to state their reasons for that alarm; and first, their grounds are by no means narrow or partial; they do not object to any particular Board or officers to carry into effect the intentions of the Board, but their objections are broad and general; they contend, and I think they will be able to show, that no central authority or Board is competent, in the present state of knowledge as referable to railways, to take on itself the issuing of regulations as to so important a matter as that which affects the general traffic of the kingdom, and more especially the safety of passengers.

168. Mr. *Labouchere.*] Does your objection apply to any discretionary power whatever being given to the Board of Trade, as to issuing regulations to prevent accidents?—We think it better that there should be a Board of supervision for the collection of facts; we think there has not been experience enough yet; the time has hardly come for drawing conclusions from the facts.

169. You object altogether to the discretionary powers given to the Board of Trade?—We think they are hardly competent for that office.

170. You say that an opinion has been expressed by the railway interest generally; on what grounds do you make that assertion?—Only from my communication with railway companies; I did not mean to go so far as to say it had been expressed by all.

171. Do you know what railway companies have expressed that opinion?—I think the Great Western, the Liverpool and Manchester, the Grand Junction, the North Union, and the Eastern Counties, are of that opinion.

172. Have they expressed it?—I hardly know by what means it has been expressed; I gather their opinions, either directly or indirectly, by communicating with the parties; I do not wish to put myself forward as representing them; if I have used an inaccurate expression, I shall be glad to correct it.

173. Lord *G. Somerset.*] Was there not a conference with a good many of the railway companies at Birmingham on the 19th of January last?—Yes.

174. Were you present?—I was.

175. What companies were represented at that conference?—I forget; there were a score of the principal companies.

176. The impression you wish to convey to the Committee arises from what passed then?—No.

177. It has nothing to do with it?—No.

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178. Lord *Stanley.*] Was this point raised at this conference?—No, I do not think it was.

179. Was the question raised at that conference whether the Board of Trade ought to act as a Board of supervision, and not of regulation?—No, it was not.

180. *Chairman.*] That meeting was on the 19th of January?—Yes.

181. That was previously to the Bill being brought into Parliament?—Yes.

182. Mr. *Thornely.*] Was not the object of that meeting that the railway companies might confer as to the best means of carrying on the railways for the safety of the public, and for the benefit of the railway companies themselves?—Certainly. There was a great deal of excitement in the public mind, and the Boards of one or two companies thought it useful towards giving confidence to the public, and to show that they were practically alive to the importance of doing everything they could for the safety of the public; and that if they met all together for mutual discussion, they would arrive at better ideas for the regulation of railroads than each individual company could of itself.

183. Have you a copy of the resolutions agreed to at that meeting, which you could put in?—I have not.

184. Mr. *Labouchere.*] Have you seen the clause proposed, on the part of some of the railway companies, to be substituted for the eleventh clause of the Bill before The House?—I have.

185. Do you concur in the propriety of substituting that clause for the one before The House?—So far as to agree that that is the better of the two.

186. Still you would object probably to the degree of discretionary power which is given by that clause to the Board of Trade to interfere for the prevention of accidents on railways?—I think it a wiser course to let there be a Board of supervision for the collection of facts and information, and for grounding on them specific regulations.

187. Upon what principle do you conceive that a distinction is made in the clause prepared on the part of some of the railway companies for giving powers to the Board of Trade, and those that would be conferred by the clause which has been inserted in the Bill of Government; on what principle does the distinction go?—The clause proposed by the railway companies is more limited in its application; it differs in one or two particular points as to how far the discretion is to be limited.

188. Those points as to which a discretionary power is to be conferred according to the clause proposed on the part of some of the railway companies, refer to regulations as to lights and flags to be used in general by the railway guards, policemen, and switchmen?—Yes.

189. Do you not think it quite as possible, if the Board of Trade were to exercise those powers thus conferred, rashly and indiscreetly, that they would do the greatest injury to the railways under the powers to be conferred by the altered clause as under the clause standing in the Bill?—I think they would do considerable injury, but less injury by the companies' clause than by the more general and vague clause as it stands in the Bill.

190. Do you think it expedient, for instance, that the Board of Trade, if any discretionary power is to be given to them for the prevention of accidents, should have no power of issuing regulations as to buffer-springs or other modes of preventing collisions?—I think there may be specific regulations, if they are thought desirable, which may be put forth now, and decided on after discussion; for instance, as to buffer-springs; if they are put into the Bill we shall know what is intended.

191. As to the mechanical examination of all the passengers' carriages before each journey, do you think that a point as to which it would or would not be expedient to give a power to the Board of Trade to issue regulations, if any discretionary power at all were conceded?—I think that is desirable; it is a desirable regulation to have, but it is what we do.

192. Lord *Stanley.*] The question asked of you was, whether, with regard to the examination of the machinery of carriages before each journey, you thought it desirable that the Board of Trade should have the power of issuing regulations to the company; what is your opinion as to that?—I should have no objection to the power of the Board going to that extent, if it were specified in the Bill that that was one of the points to which it was to be limited.

193. Mr. *Labouchere.*] As to upholding fences, do you think that that is a point

point as to which the Board of Trade should possess a power?—It is very important, and I see no objection to its being put in the Bill.

194. As to the sufficient maintenance of the permanent way, is that a point as to which the Board of Trade ought to have power?—I am not aware of any instance having occurred where such a power was necessary.

195. As to the sufficient construction of the carriages; do you think the Board of Trade ought to have any power as to that?—I am doubtful how far that would be of use, lest they should interfere with the mode and style of construction, and that would be going beyond what is useful; if "safe construction" were specifically put down, I am not aware that the companies would object.

196. Sir *J. Guest.*] Do you think it possible, if a discretionary power is to be given to the Board of Trade, that is to have any efficiency; do you think it possible to enumerate in a Bill all the particular points to which that power should extend?—I am quite aware of the difficulty of doing it, but we think the case has not been made out; we think the whole proceeding is in the nature of a *non sequitur*. It is allowed on all hands that railway travelling is safer by far than any mode of transit ever before known to the public; why therefore come to Parliament for unusual indefinite powers to regulate that mode of travelling?

197. Mr. *Labouchere.*] Is it to be taken, then, that the companies object to giving the Board of Trade any discretionary powers on this subject?—Not entirely; I will state my reasons why I think no central Board is competent. We admit the ability of the officers, we admit their high character; we admit that if any Board is competent to exercise any such control, this Board would be so. Our objection is not at all to them.

198. Lord *Stanley.*] You have been asked whether you would object to give to the Board of Trade a discretionary power of enforcing the upholding of fences; is not the upholding of fences already required by the existing law, and has not the inspector, under the present law, the power of enforcing it?—No, I think not; I may be wrong.

199. Mr. *Easthope.*] Does not your Act of Parliament enjoin you to uphold the fences?—Yes.

200. If so, has not the Board of Trade now power to enforce attention to the provisions of the Act of Parliament?—Yes, they have, under Lord Seymour's Act.

201. Mr. *Labouchere.*] Have the goodness to state to the Committee generally the objections you entertain to any discretionary power on these subjects being conferred on the Board of Trade?—I will, so far as I am able. By Mr. Labouchere's Bill, as it now stands, we cannot gather at all what would be the nature of the regulations (or at least to a very small extent) which would be adopted by the Board of Trade or their officers; but, by referring to the report of their officers, we do gather, in a great measure, the nature of the regulations they propose as being desirable to be carried into effect; and it is upon the nature of such regulations that is founded the alarm of the companies. In the first place, the officers who made that report to the Board of Trade have said that it is impossible to mention every regulation that would be necessary in the varying circumstances of the operation of railways; but they say that there are certain regulations which "experience has shown to be necessary," and which would "obviously be conducive to the public safety;" they then go on to instance those regulations as to which, in their opinion, there could be no question. Now as to those, I think I shall be able to show they are not of that character which is necessary to carry out the object intended; I think there are many objections to them; they can only be partially carried into operation: if they are intended to be applied to railways of great traffic, like the Liverpool and Manchester, the effect, in a great measure, would be the contrary of what is intended. First, as to the time-table, it says that "all trains employed in the public traffic, whether of passengers or goods, should be worked by time-tables properly constructed with reference to the gradients, &c. of the line, and specifying the time of arrival and departure at each station." Now, on a railway like the Liverpool and Manchester, to carry out such a resolution would produce great interruption to the public traffic. We cannot go so mechanically to work as to say at what time the goods train, for example, shall arrive at each particular station, and for this reason, that the traffic varies so much, that it

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it is almost impossible to regulate the loads, or the number of journies those trains have to make in a day; frequently the demands of the commerce of the town require an extra number of trains to set out at irregular hours when they are not expected, and which would make it, therefore, quite impossible that they should be regulated by these time-tables. If any general law were enforced by penalties, we should find it extremely inconvenient to comply with it. We have a considerable quantity of live stock going from Liverpool to Manchester, it is sent off as soon as it is loaded; if we were under the control of time-tables, it would be extremely inconvenient. The live stock is principally pigs. Very lately, during the frost, owing to the peculiar weather, there was no arrival from Dublin for several days, of this kind of traffic; the market of Manchester was remarkably bare; parties came to us requesting extra trains. In a case of that kind we exerted ourselves, got engines and waggons, and sent off one train after another. All this was quite out of the power of regulation by time-tables; in fact, the general traffic of our line is such that we cannot tell when it will come in; it sometimes comes all in the morning; generally, not till the evening; sometimes not till night: we cannot tell till the day is advanced what the traffic will be; and we cannot, without great interruption, deprive the mercantile community of these facilities; these regulations, therefore, it is conceived, could not be efficiently carried into effect.

202. Under the Railway Bill now before the House of Commons, all powers to be given to the Board of Trade are permissive only, and not obligatory, are they not?—Exactly so.

202*. Are not time-tables more strictly observed on some of the railways than on the Liverpool and Manchester?—Very probably; for on some it would admit of it more.

203. Do you mean to express an opinion that it is not generally desirable, as far as circumstances will allow, that the traffic upon any railway should be regulated according to time-tables?—In many cases I think it would not be practicable, therefore I should fear inconvenience from a power to order it.

204. Lord *G. Somerset.*] Have the goodness to state what ordinary trains start from Manchester to Liverpool, and at what times?—We have 10 coach trains.

205. Which is the earliest train in the morning, whether for luggage, goods, or passengers?—The luggage train from Manchester to Liverpool generally starts at three in the morning.

206. What is your first train which leaves Manchester for Liverpool, beginning after 12 o'clock at night?—Three o'clock in the morning.

207. What is your next?—The coach train, at half-past seven.

208. What is the next?—The luggage train, about eight, probably.

209. Which is your next?—Nine, the coach train; the next is 10 o'clock; then there is the quarter-past eleven, coach train; then the luggage train about noon; there is a passenger train comes at twelve, or a quarter before twelve; the luggage train follows it a quarter of an hour afterwards; the next will be the coach train at two; about a quarter to three there is another coach train; then there is a luggage train comes about four; I am not perfectly competent to speak to all, but I think I am right; then there is a coach train at five, another at half-past five, a luggage train about six, a coach train at a quarter-past seven; nothing after that, I think.

210. Is there no mail train later than seven?—A quarter-past seven.

211. These trains are from Manchester to Liverpool?—Yes.

212. Are the times of departure calculated with reference to the Grand Junction Railway going southward, or the trains of the Preston and Lancaster, which are to cross yours?—Certainly they have reference to the Grand Junction, for they start from Liverpool and Manchester.

213. What are the times of their starting, the Grand Junction?—The first is at six in the morning.

214. Have they a goods train likewise?—They have.

215. At what o'clock does that run?—I am not quite sure; they have one at night.

216. They have one at eight o'clock at night?—Yes.

217. Have they not the mail train at night?—They have at seven, the mail-coach train.

218. I thought

218. I thought you said one started between Manchester and Liverpool?—At a quarter past seven we start.

219. Have you mentioned all the trains starting from Manchester, whether going to Liverpool or elsewhere?—Yes.

220. Are there any going from Manchester straight to the North?—They are included in this; we join in at Park-side.

221. Is there any train which has a less interval than 15 minutes between that train and another, either for passengers or luggage, starting from Manchester?—No, none.

222. And there are but two passenger trains which start so near together as 15 minutes?—Only two.

223. There are some baggage trains which start 15 minutes after the passengers?—Ten minutes, if necessary.

224. Your principle is, that a train which is going slower may start with more security after a passenger train which is going fast, than *vice versâ*?—Yes.

225. Though the extra live stock has to be sent from Liverpool to Manchester, or the extra luggage has to be sent from Manchester to Liverpool, what interval is there between starting those extra trains, and those which have gone previously?—If we get 10 minutes after the coach train, that is enough.

226. What will be the inconvenience if, instead of having 10 minutes, you had 15 minutes in general?—Generally speaking, it would not make much difference; we value every minute, but five minutes are not much.

227. Can you state any practical inconvenience as to goods, whether they go five minutes later or not?—No.

228. Does or does not this clause, as it stands, interfere with you under these circumstances?—Yes, I think it would.

229. How does it interfere, beyond the difference between 10 minutes and 15?—I put that away altogether. If it is meant to be a strict clause, providing that we are to have time tables, stating the arrival of each train at particular stations, when we have extra trains, which are of frequent occurrence, we could not provide for those.

230. Are those extra trains to go at more than an average rate of speed?—No.

231. Then the whole difficulty would be, would it not, that you must send those trains out after an interval of 15 minutes, instead of 10 minutes?—I do not see how you could fix beforehand what would be the most convenient time for sending them out.

232. Would you propose to exercise the power you have of sending them out within five or 10 minutes of each other?—We do not wish to send them within 10 minutes; but we wish to be at liberty to send them out either between eight and nine, or nine and 10, or 10 and 11, so as not to have any specific time.

233. What is there in the recommendation of the commissioners which induces you to suppose, that if they carried out that recommendation, they would force you to start a train at a particular time?—The principal objection to this power is, that we do not know what regulations they will prescribe, but we do know that they could not be carried out strictly and literally.

234. Suppose you felt assured that you would not be obliged to start at a particular time, but that all you would have to do would be, not to start within a certain interval of 15 minutes, would your objection to that clause be abated?—It would be abated, but it would not be removed; we are obliged to send trains to Manchester and Liverpool almost empty; we think it judicious that those trains should go quicker, as practically they are enabled to go, than heavy trains. If we were bound to go at particular rates or times for each stage, it would be exceedingly inconvenient, and would tend to impede the general traffic. Our general plan is, to make the best of our way, according to the load and the wind and weather, and the various circumstances which are constantly occurring to modify particular regulations.

235. Do you think you should make arrangements by which any train on any part of the line would be closer than 15 minutes from the preceding train?—Yes, clearly; it would be exceedingly inconvenient if we were limited to 10 minutes.

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236. Do you think it is perfectly safe the passengers' train should follow another passengers' train at a less period than that?—Clearly.

237. Is it your habit to do it now?—Yes, continually.

238. Upon what part of the line?—On every part except from the terminal station.

239. You do not consider it necessary for the safety of the passengers that the preceding train should have 15 minutes' start on the average, of a succeeding one?—Clearly not; it would create great discontent on the part of the public if it were so.

240. Why?—If a second-class train starts from Manchester they may have a heavy load, or in the event of a high wind, or some defect of the engine preventing it getting on so well as it ought to do, a first-class train would pass it; if that second-class train, after being passed, were obliged to wait 15 minutes, there would be almost an insurrection in the train.

241. There would not in that case be the slightest difficulty in passing it on a siding, leaving it to go on at its own pace?—No.

242. You think that is consistent with safety?—Yes.

243. Mr. *Labouchere*.] The suggestion of 15 minutes in this clause is merely given by way of putting a limit to the powers of the Board of Trade, is it not; it does not oblige the Board of Trade to prohibit trains from following each other at a smaller interval, when it may be thought safe to do so?—I hardly see how a general regulation could be made giving that discretionary power.

244. I see in the regulations suggested at the general conference of the railway companies, the following regulation with reference to the prevention of accident: "If a policeman, owing to accident, or some extraordinary cause, has to stop an engine when approaching, he must show his red light, and wave his hand-lamp up and down to the height of his head, until the other engine comes up." Do you consider it safe for one engine to follow another, with an interval of only one minute?—In the day-time, I think it is.

245. You think this regulation would fully provide for the safety of the public?—Yes, I think experience has shown that regulations of that kind do provide for the safety of the public.

246. You think this would be applicable to all railways?—I think they might; I am not quite sure; I should be sorry to take on myself the responsibility of making regulations for all.

247. Do you think it would be necessary for the Board of Trade, if a general discretionary power of this sort was given, to exercise those powers in a more stringent manner on a railway on which it was obvious that the general arrangements were not very good, from what would be necessary on a railroad obviously and manifestly well conducted?—We think the Board of Trade, or any central Board, has not that experience which is necessary to make them capable of issuing regulations; at least from the specimens of regulations put down here. I should not have confidence in their general discretion in issuing regulations.

248. Lord *Stanley*.] Have you stated all the trains which are in the habit of passing along the line of railroad from Manchester to Liverpool?—No.

249. Are there not a considerable number of other trains, the property of private individuals, which come on at the sidings and pass along the line?—Yes, there are several coal trains, and also the Grand Junction trains, which come on rather irregularly; there are half a dozen coach trains of the Grand Junction.

250. I understood you to state the Grand Junction trains to be going at six in the morning and seven in the evening?—There is one at a quarter-past eight, half-past 10, and at four.

251. How many Grand Junction trains are there in the course of the day altogether?—Three o'clock in the morning, one at six, one at a quarter-past eight, half-past 10, four, and seven; that is six trains.

252. Besides those, are there not a number of coal trains entering on the line at various parts?—Yes.

253. What regulations are there as to the period which is to elapse between permitting a coal train to enter from the sidings after the passing of any of your other trains, or within a certain time of one of your trains being expected?—We oblige the coal train, if it is anywhere near the time of a coach train, to wait till it has passed; after it has got half a mile, we think it may come out and make the best of its way.

254. Have

254. Have the goodness to say what you do if a coach train is expected?—That depends on the distance the coal train has to go; if it has to go six miles, it may start off the siding, and it will get to Liverpool perhaps 20 minutes before a coach train has time to come up. If they have to go double the distance, it would be better to wait a quarter of an hour or 20 minutes, till the coach train has passed; it depends on the distance and locality.

255. Sir *J. Guest.*] How soon does it follow the other train, then?—In about a minute afterwards.

256. Lord *Stanley.*] Within how short a time, or how shortly before a coach train was expected, would you allow the same thing to take place?—The interval between the time a train shall start when a coach train is expected, depends on the locality, on how far they have to go, and on the nature of the train, whether it is a first or second class train; they could go quicker after a first class than a second class train: we are very particular as to our first class trains; the second class is in the nature of a luggage train.

257. Are any regulations issued by the company, giving directions as to the time at which those trains should be permitted to start, or stating who is responsible for permitting them to come on the line?—It is in the department of the resident engineers, who constantly keep a supervision of those matters; the principal regulation is to keep out of the way of the quick trains; it has got into a practice in general to follow the quick trains in almost all cases.

258. Is it not a fact that, so far as concerns the risk in railway traffic to passengers, it is much increased by the number of extra trains travelling at uncertain hours?—I should think the risk must be in some measure increased, but I think it is small and could not be easily avoided; I do not see how on a large line, like the Liverpool and Manchester, you can avoid extra trains; they follow the coach trains.

259. Your examination has been carried on upon two propositions which relate very much the one to the other; the limit of 15 minutes is the second proposition; you have mentioned your objection to both propositions in your general statement?—Yes.

260. Should you object to giving to the Board of Trade the power of prohibiting the passing of one train within 15 minutes of another of the same class, or is your objection confined to giving to them the power of prohibiting a heavy train, for example, from following a fast train within 15 minutes?—My objection extends to both; it is stronger, of course, to prohibiting second class trains from following first class trains.

261. You consider the interval of 15 minutes is not more than sufficient for two trains of the same class to follow each other, which you calculate at the same rate of speed?—I do not think it necessary.

262. Then you think an interval of fifteen minutes is more than is necessary?—I do.

263. Mr. *Thornely.*] What distance on the railway is equal to a difference of 15 minutes in the time of starting?—Seven miles.

264. If the Board of Trade were to order the trains not to start in an interval of less than 15 minutes, it would keep each train seven miles apart?—Yes.

265. Sir *J. Guest.*] Would it not be safer that the coal trains should follow the other immediately?—Yes; because if there is a delay it would not be so well after a first class train.

266. The shorter the period of following, the safer, you think?—Yes; if the first gets half a mile distant, the sooner they follow the better; they are less likely to impede the subsequent traffic.

267. Lord *Stanley.*] As you make an objection to the power of regulating by the time-table, do you understand that the clause as it is framed would give to the Board of Trade the power of prohibiting any train from passing particular stations, except at the time specified in that document?—Yes; I understand that power is clearly intended to be given and exercised.

268. Supposing it to be understood that the Board of Trade had power to require the time-table to be kept at the stations, regulating the time of the passage of all ordinary trains throughout the day, but that they had no power of making any regulation as to the extra trains, except that they should not start within 15 minutes of the time of the starting of another train of the same class and description, would you see any objection to the supervision of the Board of Trade for carrying that principle into effect strictly?—The objection would

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would be less, but it would be frequently inconvenient, from the circumstance of the traffic varying so much; it would oblige us to go at the same speed with a heavy load as with a light one, which would be inconvenient. On a busy day with a light load, they are glad to make the best of their way, and it is the safest; with a heavy load, they would of course go slower.

269. As you understand the clause, the introduction of this clause as to a time-table would prohibit the starting of any extra trains at all?—It might if the Board of Trade issued a strict regulation.

270. Mr. *Labouchere.*] Is it not the case, that the 11th clause provides that such regulations shall not prescribe anything of an experimental nature, nor interfere with the number of trains, nor with the times of starting, nor with the stoppage of trains, nor with the speed of travelling on any railway, further than may be necessary for the purpose of preserving an interval of not more than 15 minutes between succeeding trains?—That interval must be secured.

271. Lord *G. Somerset.*] Your great apprehension is, that you would be obliged to keep an equal distance in point of time, between the different trains?—Yes, with a different class of trains, and with heavy and light loads.

272. What are the precautions by which you prevent the accident of a quick train succeeding a slow one, and in regard to passing that slow one and then proceeding at its own pace?—We never allow them to go within half a mile of each other; the general regulation is not to come nearer than within half a mile of each other; but then, if a second class train is before a first class, the first class whistles to make known its approach, and keeps at about half a mile distance; and the first opportunity that comes within their scope, the second class goes into a siding, and the first passes on.

273. That provides for the safety of that quick train; but what is the regulation with regard to those trains crossing your line, by which the slow trains shall not either run into them, or they shall not run into the slow ones, if they do not keep their time?—We have the same regulation to keep within half a mile.

274. Take foggy weather for example, how do you manage then?—We have the policemen on the road.

275. How could he give a signal half a mile off; have you any particular fog-signal, which allows you to give notice so as to produce a proper result at half a mile distance?—No, we are liable to those difficulties.

276. Do you not conceive that there is considerable risk in that weather?—There is no doubt more risk in foggy than in clear weather?

277. But I mean, by not causing your trains to keep their time, do you not conceive there is more risk?—Yes, but we should consider the inconvenience to the general traffic of the line.

278. You have to consider the general traffic on the one hand, and the risk on the other, and you think the risk the least important?—We think the risk is really so small, as not to be set against the interruption of the traffic.

279. Yours being the oldest railroad of any importance, your system you conceive to be as good as possible?—No, by no means; I should be sorry to say so; we have got on practically very well; we have been fortunate, and have escaped accidents very well, and I attribute it, in some measure, to the very great traffic; we have obliged every engine man to be constantly on the alert. Very few accidents occur in crossing Cheapside, for example; everybody is obliged to be on the alert and to look about him; that is the principle we inculcate at all times.

280. You think the principles having been so successfully applied to your railroad, could be universally applied?—I think so, gradually.

281. Are they universally applied?—They are getting to be; but I am not able to speak to other lines minutely.

282. Do you not think it desirable that the same system should prevail throughout which has been so successful in your case?—I think what is good in our system ought to be adopted on other lines, and what is good in others, ought to be adopted upon ours.

283. Have you the means at this moment of communicating with, or of acquiring from, other parties that which is good passing from the one to the other?—No; on that account I think a Board of supervision, to inquire and ascertain what is going on on all railways, and when it found an improvement on one, to communicate it to the others, would be very useful. I think the

parties

parties would be very loath indeed not to follow such recommendations as came from so high a quarter as the Board of Trade. Our apprehension is, that if they have the actual power to order regulations, they might make such as would not be adapted to particular lines of railway, and so do mischief.

284. Mr. *Labouchere.*] Are you aware that by the 11th clause, any company should be at liberty to memorialize the Lords of the said Committee against any such intended regulation, which memorial shall be filed by the said Lords in their proper office for such purpose, and submitted to Parliament, if they object?—Yes.

285. Do you not think that is a considerable security against any ill-advised regulation being enforced on a company by the Board of Trade?—I certainly think it is a security; but, after all, it becomes a question between the officers of the Board of Trade, and the officers of that particular directory?

286. Sir *J. Guest.*] Do you think, if any rule was to be laid down by the Board of Trade, applicable to all sorts of lines, whether long or short, and affecting all sorts of traffic, it would be as effectual for preventing accidents as those given by the officers of such railways?—It is almost impossible to make such a rule in the present state of knowledge; from the present state of railway experience.

287. Lord *G. Somerset.*] That would be a very good reason for not laying down in an Act of Parliament precisely what they should or should not require; but is it an equally good reason against having a discretionary power, assuming, in the first instance, that that would be properly and discreetly exercised?—The question is, whether the experience of railways so far shows the necessity for the discretionary powers, or the evils attending them make them desirable.

288. You are aware, that following the 11th clause, which we are discussing, there is the 12th clause, which enacts a penalty in case of a railroad company disobeying the orders of the Committee of the Privy Council, and it says that that penalty may be recovered in any of Her Majesty's Courts of Record; that of course would subject all penalties to the discretion of a jury, but the jury would only have to consider whether or not they had exceeded their powers, that is to say, whether the orders of the Privy Council were according to the powers entrusted to them in the Act of Parliament, and no further; but suppose, in addition to that, the jury were to decide whether or not the orders were such as ought, in the exercise of a sound discretion, to have been given by the Privy Council, would that modify your objection in any degree to such large powers being given?—It might modify it; but it would be giving to the jury a power and province which they are not very competent to fulfil.

289. Mr. *Easthope.*] Do you not think such a power given to juries, as juries are generally selected, would be very likely to be exercised with great irregularity?—I think they are not a competent tribunal.

290. Lord *G. Somerset.*] You would have two safeguards, first, the discretionary powers of the Board of Trade, then the discretionary control of the jury; do you think under such circumstances it is probable that the Board of Trade would exercise its powers in an improper manner?—I would rather have this Committee than a jury to settle the matter.

291. Mr. *Easthope.*] Upon the whole, would you not much rather that the entire power should be with the Board of Trade than with a fluctuating body like a jury?—Yes; I hardly know what would be the result.

292. Lord *Stanley.*] As to the time; how many trains have you known of one kind or another which come into Manchester in an evening, in the course of an hour, in practice?—Not above half a dozen.

293. You have known half a dozen trains come into Manchester in the course of an hour?—I think six in an hour.

294. The average interval then does not exceed 10 minutes?—No, and sometimes five.

295. The interval between many is not more than five?—Not more than five.

296. Do you conceive that if it were provided that no train should pass the station at Parkside on its way to Manchester, within a quarter of an hour of another train, the traffic you have on the Liverpool and Manchester, including the Grand Junction, could be carried on?—I think it could not; we should have quite an accumulation of trains at that point.

 297. Suppose

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297. Suppose each train had to wait at Parkside, where six trains arrive in the course of an hour, and each stopped till the train before it had gone on a quarter of an hour, do you conceive the traffic could be carried on?—I do not think it could.

298. Sir *J. Guest.*] And it would make it more dangerous?—Yes.

299. Lord *Stanley.*] Do you conceive that greater or less danger would arise from that regulation being enforced, as compared with the present system?—I am not quite sure, as to the point of danger, that there would be much difference; the inconvenience and delay would be great.

300. Mr. *Labouchere.*] If your statements are correct, would it not obviously be the duty of the Board of Trade not to exercise this power to its full extent in the peculiar case of your railway?—I think it would, decidedly.

301. You think it would be preferable to fix the limit of 15 minutes in the clause, than to leave an unlimited discretion to the Board of Trade?—I think it is worse, for by naming 15 minutes you seem to sanction the interval.

302. Are you aware that the Board of Trade, on that objection being made, offered to omit mentioning any time, if that was preferred; but that, on the part of the railway companies, the limit of 15 minutes was insisted on, and that importance was attached to it?—I am not aware of that, unless there was coupled with that, "from the terminal station." I should not so much object to that, confining it to passengers starting from the terminal station; but that would not do on short lines.

303. Lord *G. Somerset.*] Do you not think a fast extra train is much more dangerous, both to the public and to passengers by railroads, when they have to pass permanent trains?—No, I do not think, on a well-regulated railway, fast extra trains are dangerous.

304. Not when put on suddenly, without previous communication?—We avoid that if we can possibly help it. I should say there is very little danger on a clear day, almost none; on a foggy day it might be dangerous.

305. Are there not many railroads where there is much more probability of there being impediments, such as from workmen doing repairs, or from those coal-trains, and so forth; and if you put on an extra fast train, is not the danger much increased?—Yes; but it would be the duty of the engineer not to have a fast train; in this particular case he must look out, and if he sees repairs going on, he must make a signal, and they will stop. We are obliged to act according to emergencies.

306. Have you any mode of giving immediate signals along the Liverpool and Manchester railroad during clear weather?—We have people along the whole line with flags. We have no mechanical signals, no telegraph, or any thing of that kind.

307. Mr. *Easthope.*] As to the 15 minutes, whether the control be with the Board of Trade, or whether it be with the respective companies, should you not consider it to be more expedient that no numbers should be fixed, but that discretion should be used according to the respective circumstances; and do you think that setting up as a general rule a distance or time of 15 minutes, would be likely to conduce to safety?—No, I think not; I think it could not be carried out; I think naming 15 minutes is objectionable.

308. Mr. *Labouchere.*] Would you prefer a general discretionary power on the subject of time being given to the Board of Trade, to a power being given with a limit of 15 minutes?—I think I would.

309. Mr. *Easthope.*] Admitting that it were determined that the Board of Trade had to control this, would you then prefer that it should be left to their unlimited discretion, without any mention of numbers?—I should prefer it individually; I do not know the feeling of others.

310. But do you think it would conduce more to public safety that they should be made responsible for the exercise of their discretion, than that they should in any degree be relieved from responsibility by adhering to those numbers?—Yes, I think it would be preferable.

311. *Chairman.*] You stated you frequently sent many extra trains in the course of the day from Liverpool to Manchester; do you adopt any means of giving notice along the line that such additional train is to be expected?—No, we do not think it necessary.

312. Mr. *Greene.*] Have you a policeman or an officer at the entrance of every side railroad?—Yes, we have a policeman stationed there.

313. It is with him the discretion rests of allowing that train to enter on the main line or not?—Yes; under the regulations of the resident engineers, who are moving about superintending the operations of the railway.

314. Lord *Sandon.*] Do you think it possible, practically, in the business of railroads, to prescribe any certain interval between the passage of trains at every station?—I think not, particularly on such a line as ours; it would be almost impossible; for instance, starting from the terminal station, it is very useful occasionably to wait a little for the accommodation of the traffic: we may wish to start at 12, but we have a dispatch at the bottom of the tunnel that half a dozen loads of live stock are coming, which it is very important to get to Manchester before the next three or four o'clock train; we would rather wait 10 minutes than disappoint the people, and we do not practically find any inconvenience in waiting; that would be put an end to by these regulations.

315. Lord *G. Somerset.*] Who is the officer who decides on the propriety or impropriety of acceding to such a delay?—He is the man in command of that particular station.

316. Has he any written instructions given to him?—I do not think he has, bearing on that; the resident engineers are moving about continually.

317. Who is the man who may say at this moment, "this may be done," or "this may not be done"? the safety or danger of such a delay must depend on a knowledge of the general traffic, and unless the individual has the power of giving orders, and is acquainted with all the traffic of the railroad, you admit, I presume, he cannot cause delay without very considerable risk?—No, I cannot admit there is much danger in the case, not at the terminal stations.

318. But do you not admit that it is necessary the party who determines on the delay should be aware of all the traffic, not merely that which leaves Liverpool and Manchester, but of that which crossed your railroad?—There is very little traffic crosses the railway.

319. Do you conceive a person who is to authorize that delay, or change of time, or whatever you call it, ought not to be fully informed of all the traffic?—He knows of all that starts from Liverpool, which is all that is necessary.

320. You think the cross traffic at Parkside is not of the least importance?—It is not of the least importance as regards the time of starting from Liverpool.

321. Mr. *Thornely.*] Those are all slow trains?—Yes; luggage-trains, and cattle, and coals.

322. Therefore the person to regulate this department makes his arrangements according to the travelling on the line?—He takes care not to interfere with the coach-train; he will not delay a train if it is likely to interfere with the coach-train; he would wait till it has started.

323. Is not the person who conducts a train on a railroad acquainted with the traffic on the line?—Practically he is; but those on the middle of the line cannot be acquainted with the extra trains that may come; but those are exceptions.

324. Mr. *Labouchere.*] Is it not the case that almost all railroad companies are in the habit of giving notice of the extra trains that may be expected?—We may not have time.

325. There are no such regulations on your line?—No, we have not found it necessary to have them.

326. Lord *Sandon.*] Who is practically the person who gives directions about the starting?—The man who has the superintendence of the arrangement of the line at the top of the goods tunnel.

327. At every station?—The intermediate stations are of so little importance on our line, we have there few but policemen.

328. Mr. *Labouchere.*] Go on, and take the next point?—It is No. 3; "That no engine, waggon, truck or any description of carriage whatever, not forming part of the regular trains, should be allowed to enter on the line of rails devoted to the public traffic, without a pass-ticket issued by a responsible officer of the company." I do not see any objection to that. No. 4 is, "That it should be a general rule not to allow any ballast-train or waggon to remain on the line within half an hour of the time when a train is due, nor to allow return engines to approach within 15 minutes of a train;" here it is made absolute; as to the ballast-train, it is suggested, as a regulation which experience has proved desirable

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desirable and obviously conducive to the public safety, that it should be a general rule not to allow any ballast-train or waggon to remain on the line within half an hour of the time when a train is due; if that was the case we could hardly have a ballast-train on the line from one end of the day to the other, for the trains are due within half an hour of each other; if they are near a terminal station, from which we know a coach-train will start, we should think 10 minutes quite ample to get out of the way; if it is a clear day, and a straight line, it is quite sufficient to wait till we know them coming; we could not get the work of the line done if we were to be bound by this specific regulation; we have 24 trains, and each is due always in about half an hour, but not at equal intervals,—we cannot do it; such a regulation on our line would be absolutely impracticable.

329. Mr. *Labouchere.*] Ballast-trains have been the cause of some serious accidents, have they not?—They have; they require to be under some regulation, but that one would not do.

330. Mr. *Easthope.*] Do you think that if that regulation were enforced, it would rather increase the liability to accidents than diminish it, by not allowing sufficient time for the maintenance of the road?—I hardly know what the effect would be; we could not comply with it; they are not aware of the effect of their own regulations in this case.

331. Mr. *Labouchere.*] Go on to the next point, if you please?—"That every engine-driver and guard should be furnished with time-tables, and also with printed instructions, specifying, among other things, the maximum speed upon different portions of the line, and the rules as to signals, &c. which are to be invariably adopted." With regard to specifying the maximum speed, that would be very inconvenient with a mixed traffic like ours; we are obliged to regulate the speed according to the circumstances of the case; according to the load, whether heavy or light.

332. Have not some of the late accidents happened in consequence of the extreme speed at which the engine-drivers have improperly driven the engines?—I am not aware that that has been the case.

333. Mr. *Thornely.*] Your railway being the length of 30 miles, do you think a time-table is necessary for the guards of your coaches?—No, we have not found it to be so; it would be very inconvenient for the guards of coaches to have time-tables: we have 20 stopping places, and power to make more if the directors like, and it should be found convenient to the public; we do not stop at all places, but we stop sometimes at six or eight on half the line, and we have scarcely any stoppages on the other half; on that half we make up for the delay on the other; but if we are to be limited by a time-table, we must be stopping at every one of the 20 stations, which would delay us a quarter of an hour; we do not know at which end of the line the stops may take place.

334. Lord *Stanley.*] In your second-class train, is it not a fact, that in a journey occupying, on an average, under two hours, the number of places at which you have to stop makes a difference of no less than half an hour, or three-quarters of an hour?—Yes, between the two.

335. Is it not the fact, that with places to stop at, the second-class train performs a less distance in an hour and a half, and in many cases they are two hours and a half?—It is much easier to perform the journey with a first-class train in an hour and a half, than with a second-class train in two hours.

336. Sir *J. Guest.*] The stopping causes a loss of time?—Considerable.

337. Mr. *Greene.*] Do you not understand the words "the maximum speed" to mean, while the engine is going, not including the stoppages?—I hardly know the advantage of putting down a speed not likely to be exceeded; it would mean nothing, it would be a very varying speed; we could not rely on it as to the stations; it would vary with the load.

338. Mr. *Labouchere.*] Is there no rate of speed which ought not to be exceeded on a railway with safety to the public?—Yes, there is.

339. What should you state it to be?—Perhaps 40 miles an hour.

340. Sir *J. Guest.*] Would not that be a great deal too much on some lines?—Yes, it would, perhaps.

341. Lord *G. Somerset.*] Do you expect much increase of the traffic, as between the north and south, on your railroad, taking Lancaster on the north

and

and Birmingham on the south, from the northern railroads passing on to the south?—Not a great deal; there will be a little increase.

342. Do you think there is a maximum of trade on it now?—I think we have got to something like a settled traffic; I cannot call it a maximum; any very great increase is not anticipated.

343. Lord *Sandon.*] Is not the fact of the case this, that no precautions which can be taken against the want of vigilance on the part of the persons employed on the railroads can be prescribed, without being practically so inconvenient to the general service of the public, as to make it impossible to enforce them?—I think it is hardly possible but that it should be so.

344. You would say, on the whole, it is not desirable to impose such precautions as would appear to be necessary, supposing the parties do not exercise the vigilance they ought, and generally do exercise?—Yes, clearly so.

345. Mr. *Labouchere.*] You think there is no simple general regulation it would be desirable to enforce on all railroads?—I think very possibly there might, and we should have no possible objection to any defined regulation that might be chosen.

346. Do you think it is easy to define what they might put in an Act of Parliament?—I think it is not very easy; I think the time has hardly come for that.

347. Lord *Sandon.*] Are there any simple points on which you could found regulations which could be generally acquiesced in as protecting the public safety?—Very possibly there might; I do not know how far it would be satisfactory.

348. Mr. *Loch.*] Your observations are confined principally to the Liverpool and Manchester?—Yes; I must be understood as speaking to that line.

349. Lord *Sandon.*] Would you prefer giving to the Board of Trade the discretionary power, on certain points specified in the enactment, rather than give them discretionary powers with regard to all points, except those which are especially excepted?—I would rather name the points on which they should have a discretionary power.

350. But on certain points you think there would not be much difference of opinion with reference to the discretionary powers which might be entrusted to the officers of the Board of Trade?—I think there might be some.

351. You wish to see them specified in the Bill, not giving a general power?—Yes.

352. Mr. *Easthope.*] Is it because you think there is great difficulty in specifying those points now, with general advantage to the public safety, that you state you wish the Board of Trade to be limited to supervision, and to wait the result of better knowledge before they go to anything beyond supervision?—Yes, clearly; and their recommendations would have great weight; I am quite sure any company would be put very much in the wrong if there was any accident, if they did not follow their recommendations.

353. Mr. *Labouchere.*] Do you know how the powers of the Board of Trade as to railway companies have been exercised; whether in general they have been exercised in concurrence with the railway companies, and whether there has been a good understanding between them?—There has been a very good understanding between the officers of the Board of Trade and the companies.

354. In general, they have moved on harmoniously together?—With one exception; the Board of Trade have issued communications to the Grand Junction Company.

355. What do you mean?—There has been an application on the part of the carriers, for the Board of Trade to exercise the powers given to them under Lord Seymour's Act, of prosecution by the Attorney-general; we have evidence we shall be happy to give to the Committee on that point.

356. Lord *Stanley.*] Could you state to the Committee how far you think it would be safe, or meet with the general concurrence, to name the points on which to entrust discretionary powers to the Board of Trade?—I think it would be difficult; I disclaim the ability to do it.

357. Lord *G. Somerset.*] You state, you conceive the limit of safety to be 40 miles an hour on your railroad?—About that.

358. As a general proposition, you think that any speed much beyond 40 miles an hour would tend to increase the danger considerably?—Yes, at present.

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359. Your railroad is peculiarly well formed in point of gradients and curves?—It is.

360. Lord *Stanley*.] In point of gradients, you have one of the most objectionable inclined planes, have you not?—We have only one inclined plane each way; the rest of the road is very good.

361. Lord *G. Somerset*.] You have certain gradients by no means favourable?—We have an inclined plane in each direction.

362. Do you think it safe to go 40 miles an hour down that inclined plane?—No; we have strict regulations that the trains are not to exceed from 20 to 25 miles an hour.

363. It would not do to say no train should go more than 40 miles an hour?—No.

364. It would not secure the safety of the passengers?—No.

365. What rate of speed are the engineers desired to adopt on this gradient?—Not to exceed from 20 to 25 miles per hour.

366. Consequently, as to the maximum rate of speed, there ought to be orders given adapted to each part of the railroad, or at all events to each railroad?—It would require a very complex order to adapt itself to all.

367. Is there not another point, as to curves, which would also require consideration in laying down the maximum speed?—Curves in cuttings are objectionable; it depends on the circumstance of the particular journey; if you are aware that there is nothing before you, there can be no objection to going pretty quick round them.

368. But they are to be considered?—Yes.

369. How would you manage as to any clause defining the powers of the Privy Council to lay down what is right and what is wrong?—I should be very sorry to undertake to write a clause of that kind.

370. You think it consistent with the safety of the public there should be no power to prevent 50 or 60 miles being adopted as the speed?—I think, of all other things, the one in which the interest of the companies coincides with the public interest is that of safety; as to fares and things of that sort, there is a collision, but as to public safety, they are so anxious to make proper regulations themselves that other regulations are not necessary.

371. Mr. *Labouchere*.] Have you read an account of the circumstances attending the late accidents on railways?—I have read most of them, I think.

372. Are you not of opinion that it is plain that, in many instances, those accidents did result from the want of proper regulations on the part of the companies to secure the public safety?—I think it is possible, in some instances, they may; but I think in the infancy of railways it is hardly to be wondered at; gradually they will find their own interest in making regulations; they have paid every attention to Sir Frederick Smith, on the part of the Board of Trade, in doing that which you propose to get power to compel them to do.

373. Sir *J. Guest*.] How could the powers with regard to the rate of speed be enforced; how could you prove the excess of speed?—It is difficult to do it minutely.

374. Suppose a company exceeded the prescribed limits, how would it practically work, so as to prove the excess of it, to bring it to the knowledge of the Board of Trade; how would you get evidence of it?—I see a difficulty there; I do not know.

375. How could a person prove, that on a given part of the road a train went 20 miles, and on another part that they went 21 miles an hour?—It would be very difficult.

376. *Chairman*.] Have you ever on your road punished an engineer for going beyond the prescribed speed?—Yes.

377. How did you prove it?—I have been in the train myself, and I trusted to my own estimate of the speed. It is what you cannot measure accurately; but in going down an inclined plane I can tell whether I am going 20 or 30 miles an hour.

378. Lord *G. Somerset*.] You do not think it is impossible?—It can be proved in this way; it is capable of proof, within limits.

379. You were so certain of the fact, that the man was punished in consequence of your knowledge?—Yes.

380. Mr. *Greene*.] You have marked the distance?—Yes, we could prove it by the watch; but I would not trust to the proof of it from a casual passenger;

senger; they have looked at their watches and said, "We are going 50 miles an hour," when they have mistaken a quarter-of-a-mile for a half-mile post.

381. Sir *J. Guest.*] Suppose it occurred at night, how would you detect it then?—At night it is not very easy.

382. And there is more danger at night than in the day-time?—Yes; I am afraid we must submit to some danger under the best regulations.

383. *Chairman.*] What is the next point?—"That the guard should keep a journal." That might perhaps do on large lines with first-class trains; but on ours, where we have 20 stoppages in 30 miles, for a man to pull out his book and put down the time would lead to no practical good.

384. Mr. *Thornely.*] Might not that be done by your agents at the stations?—It might if it was thought necessary. It is very undesirable to multiply business of that kind; and, when done, it is done in a loose and slovenly way.

385. Lord *Stanley.*] Does not a clerk at each of your stations keep the time at which each train comes in and goes out?—At the termini.

386. Not at the intervening stations?—No; it is hardly desirable with the number of stations on our line. The man merely has to open and shut the gate; the train stops, takes up the passengers, and goes on. They do not keep a record there.

387. Mr. *Thornely.*] At Newton and Parkside they do, do they not?—No, I think not.

388. Mr. *Labouchere.*] Is it not a fact that a great majority of the companies have some code of regulations for the guidance of their servants?—Yes, we have.

389. In the event of any company opening without any code of regulations at all, do you not think it would be desirable to oblige them to form a code of regulations before they opened?—They certainly ought to have a code. I do not know the best way of compelling them.

390. Sir *J. Guest.*] Is there not a code for every railroad?—I cannot speak to any railroad that has not. Ours having been the first, I think our code has been the basis, adapted to the circumstances of other railways.

391. For their own security do not the railroads adopt one?—Yes, they must be most anxious to have it.

392. Lord *G. Somerset.*] By a code of regulations, you mean one that is written?—Yes, and printed.

393. Sir *J. Guest.*] And they are given to the engineers, are they not?—Yes, and the gatesmen and clerks; we make them generally known.

394. Lord *G. Somerset.*] If it turned out that a very serious accident had happened on a railroad, and no regulations at all had been written out or delivered to the engineer, what would you say to that?—I think it would go hard with the company if it came before a jury.

395. Do you think that it is consistent with your general principle that the interests of the directors and the interests of the public are so entirely one and the same, that such a case is not likely to occur?—I think it not likely to occur.

396. The fact of its having occurred would perhaps induce you not to rely quite so much on the interests of the directors as being the only thing to ensure the safety of the public?—It might.

397. Sir *J. Guest.*] Is it not a heavy loss to the company in such cases?—Very heavy, with regard to their own interests.

398. It is a positive loss, independently of the sum given against the railway?—Yes.

399. Mr. *Labouchere.*] Will you proceed to the next point, if you please?—"That every description of passengers' carriage shall be provided with buffer springs." I have no objection to that.

400. You think it would be desirable?—I ought to mention, in fairness to other lines, we have no third-class trains; we have as good buffers on the one as the other.

401. Do you think it would be desirable that all railway companies should be obliged to provide buffer springs for passenger carriages?—I think they are very good things for the public safety. We have no third-class carriages. I do not like to presume to legislate for others.

402. Lord *G. Somerset.*] Do you think there is any reason why third-class passengers should be exposed to greater danger than others?—No.

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403. Lord *Sandon.*] When troops are carried do you put on buffer springs?—No; we occasionally put them in second-class carriages.

404. To the second-class carriages are there buffer springs?—Yes, unless the number is so large that we are not able.

405. They generally go in that class?—Yes.

406. Mr. *Labouchere.*] Do these springs cause much additional expense?—About 30*l.* each carriage.

407. Lord *G. Somerset.*] Supppose any accident happened to soldiers having these baggage trucks, in consequence of the absence of buffer springs, how would you justify such a course?—Our justification would be, that the soldiers came unexpectedly, and in such large numbers that we had not carriages sufficient for them. They must take their chance; the risk is very small. I should not object to going in a waggon on an emergency.

408. Sir *J. Guest.*] Is there any increase of positive safety to third-class carriages by buffer springs?—I think there is additional safety in a buffer spring.

409. To any extent?—I hardly know to what extent.

410. Lord *G. Somerset.*] You contract with Government for the carriage of soldiers at a very low rate?—Yes.

411. Mr. *Labouchere.*] Are there buffer springs to those trucks in which private carriages are placed?—Yes, there ought always to be, and to the horse boxes too.

412. Mr. *Easthope.*] Should you not say it was very dangerous and very inexpedient to have first-class carriages without buffer springs?—Very inexpedient.

413. Why so?—The ease of the passengers is very much consulted in it.

414. Why is it your opinion that there is more ease?—You are less liable to jolting.

415. If so, are you not more secure?—Yes, I think so.

416. If you are more secure in a first-class carriage, should you not be more secure in a third-class carriage?—Yes.

417. And must there not be danger without them in proportion, if the security is increased by having them?—Yes, I think they are more likely to keep on the line of road with the springs.

418. Lord *Sandon.*] The passenger outside a coach incurs more danger than those who are inside?—Certainly; he is willing to incur it for a cheaper fare, and third-class passengers might rather be carried cheaper than have the buffer springs.

419. Sir *J. Guest.*] As those buffer springs increase the expense, you charge more for them?—Yes, you ought to do so.

420. In point of fact those carriages which are without them are not more dangerous in regard to keeping the road than the others?—There is not much difference, there is very little difference as to keeping the road.

421. Lord *G. Somerset.*] Is not one of the dangers of collision the way in which the passengers are tossed, sometimes against the sides, sometimes against the top?—Yes.

422. Do not the buffer springs, or something of that kind, go far to prevent that danger?—Clearly.

423. Are not third-class carriages more liable to serious accidents than the first-class carriages?—I do not know that they are more liable.

424. But in that way?—If they had not the springs they would be.

425. But suppose they have springs, is there not more liability to accidents in that particular; is not their construction less easy in other respects?—I apprehend the bearing springs are pretty much the same.

426. But does not the padding which a first-class carriage has, go far to resist the effect of collision?—Certainly, to some extent.

427. Mr. *Labouchere.*] Do you happen to know if buffer springs are generally employed on other railways besides your own?—I do not know; they are employed between London and Liverpool. There are a great many railroads I have not been on.

428. Sir *J. Guest.*] Would not the effect be, that if railway companies were obliged to have buffer springs to third-class carriages, a larger charge would be made?—As it constitutes a more expensive carriage they would be entitled to a higher

a higher fare; it is a question whether a man would rather take the higher risk and pay a less fare, or pay more and have less risk.

429. Are you aware that a very small difference in the fare would make the man go by some other mode, such as walking?—I think it would be very likely; we have no third-class carriages.

430. *Chairman.*] Now, as to the next point, the number of breaks; would you look at the next suggestion?—"The last carriage, and at least every fourth carriage, in trains in which passengers are conveyed, to be provided with a proper break." We insist on a greater number of breaks than that, for we have inclined planes.

431. You see no objection to that recommendation?—Not the least to that.

432. Mr. *Greene.*] Does it not differ on different lines of railway, according to its gradients?—Yes; a line having inclined planes, has occasion for more breaks to provide for the same safety; then here again, it is put down as a general regulation, although a good one with exceptions, "That the last carriage shall be provided with a proper break:" it would be very inconvenient to put them to horses boxes; we may have horses to send to Newton, from Manchester to Liverpool, and the horse-box would go behind the other carriages; there is no danger in that carriage going with the general train, though there is no break upon it. This resolution could not be carried out absolutely; as a general rule it is the case, not always. You cannot put a break on the mail which goes last.

433. Lord *G. Somerset.*] Why not?—You may have a carriage to be let off.

434. Merely as "the mails," you have no objection to putting it on the mail?—It has not been our practice; we have not found the want of it.

435. The other breaks are sufficient?—It is a differently constructed carriage; it would make an alteration and irregularity in regard to the system of breaks.

436. *Chairman.*] You have a truck with a break for private carriages?—No.

437. Mr. *H. Baring.*] Did you ever start a train without a break?—No.

438. Do you put breaks on the trucks?—With private carriages? No.

439. *Chairman.*] Go on with the next suggestion as to the establishment?—The report states, "Under this head, it is impossible to state beforehand the precise nature of the regulations which it might become necessary to make from time to time, as the power vested in the Board of Trade ought to be considered merely as a check upon the possible circumstance of any railway company reducing its establishment below that found necessary by experience upon well-regulated lines. It may be sufficient to state, that the general principle of enforcing nothing of an experimental nature ought to be strictly adhered to, and that companies ought not to be called upon to increase their establishment, unless clearly insufficient for conducting the public traffic in safety, according to the practice of other railways similarly circumstanced." As to the establishments, I have not any observations to make.

440. Mr. *Labouchere.*] You think that if any discretionary powers are to be exercised by the Board of Trade, that in the event of any railway company notoriously and manifestly reducing their establishment below that which is necessary for the public safety, it would be desirable that the Board of Trade should interfere to prevent such unwarrantable reduction?—I think under such circumstances there ought to be power to oblige them.

441. In extreme cases?—In extreme cases.

442. Lord *Stanley.*] The station at Liverpool is at the bottom of an inclined plane, is it not?—Yes.

443. Is there any particular precaution taken in the station to guard against accidents beyond the break, in coming down the inclined plane?—Yes, we have a mechanical buffer.

444. What is the nature of it?—At the end of the down line from the tunnel we have a mechanical buffer, about the length of the breadth of this room, and it consists of a series of very long, and strong, and broad springs, with a couple of large buffers at the end; a dozen of them perhaps, six inches broad and five feet long, are put in succession, with beams between them; the effect is, if a carriage train comes against it, it gradually goes up and eases the shock.

445. Instead of the carriage coming against the dead wall, it comes against a succession of buffer-springs?—Yes.

446. Do you find it of use?—Yes, but we are very angry when it is used.

447. In this case, if you had not had some contrivance of this kind where the station is at the bottom of an inclined plane, the consequence would be, the train would have come with its own increased velocity against a dead wall at the end of the station, and very serious consequences would have followed?—Yes, I think so.

448. On one or two occasions you have found this useful in lessening the shock?—It has lessened the collision of the carriages.

449. Lord *G. Somerset.*] Did any accident happen where this was of use?—There has been no serious damage, only from the passengers jolting against one another, though the springs were driven up; we have since increased the power of the springs.

450. Lord *Sandon.*] It would have been very useful at the opening of the London and Birmingham railway, if that had been so?—Yes.

451. Mr. *Greene.*] Would not an increase in the expense of the third class carriage be a very serious inconvenience to the persons who ordinarily travel by that description of coach?—It is very possible; some men would rather run the risk than pay another penny for their passage.

452. A very small rise in the fare turns the scale?—Yes, it does.

453. Sir *J. Guest.*] Does the difference of 2*d.* determine a man to walk six or eight miles?—I understand that is the effect on some lines.

454. Mr. *Easthope.*] Do you not think, if the safety of the people is perilled that that ought not to be?—Safety is a relative term; we always peril our safety; we would not rather go 10 miles an hour than 20 miles, though one is safer than the other.

455. Lord *Sandon.*] For two years you worked the Liverpool and Manchester line without buffers?—Yes.

456. And without any serious injury or inconvenience?—With great inconvenience; the jolting was exceedingly unpleasant; I do not know whether we had any serious accident.

457. There were unpleasant jars from the carriages coming in contact, of course?—Yes.

458. Would you think it advisable that the goods train, or trucks with horses, should have buffers or not?—It would make it very expensive for the goods train to have buffers.

459. With horses?—I think the horse boxes ought to have a buffer at one end.

460. Mr. *Greene.*] Suppose the last carriage in a luggage-train had buffers, would there not be an increased degree of security to the carriages that might be running in the train?—There would be some.

461. Sir *J. Guest.*] You have buffers on the coal waggons, have you not?—No.

462. Mr. *Easthope.*] You never mix your luggage-train with the passenger-train?—It is not our practice.

463. If any railway did so, would you not consider it equally or more important to put them to the luggage-trains?—It would be more important the more you bring them into contact with the passenger-trains; whether the danger is sufficient to warrant such a regulation, I am not prepared to say.

464. *Chairman.*] Have you any suggestion to make as to the mention of discipline?—I have no particular remark to make on that subject.

465. Will you come to the head of signals?—Yes, we come to that next.

466. Do you think it an advantage that all railways should adopt as nearly as circumstances will permit an uniform system with regard to signals?—I think that very desirable; but here there is a rule, the 3d, which I consider to be exceedingly objectionable; it says, "It should be an invariable rule to exhibit a red signal when a train stops at a station, and for a period of not less than 10 minutes after it has left or passed a station or entered a tunnel, and a green signal for five minutes longer;" if that were carried out on our line we should have a red or green signal up for hours together, and it would be disregarded; it would loose its power and effect as a signal, the engineman would never know, when he saw a red light ahead, whether anything was before him for four or five miles; he might go all the way from Manchester to Liverpool without seeing any danger, and therefore it would become nugatory.

467. Mr. *Labouchere.*] You think it would be desirable that on all railways red should indicate danger?—Yes, I think it would; therefore the more seldom you hoist that the better.

468. Though a red light indicates danger on most railways, yet, are you not aware that on some railways some other colour has been adopted?—I think that is a pity.

469. Do you not think that variation is likely to be a cause of great danger in the event of one engine-man having left a railway where red meant danger, and going to a railway where green meant it; he might get confused, and serious accidents might occur?—I think so; I think the objection you state is strong.

470. Lord *G. Somerset.*] Do you think the regulation of the Board of Trade, that on different railroads it should be established that red means danger and green means caution, or any other colour that might be fixed upon, would not that be attended to by all railway companies, without a specific power being given to the Board of Trade to enforce such a regulation?—I think it would; I cannot conceive that any company could object to it.

471. You think the general convenience of having one code of signals would be admitted by all railway companies; and it being a matter of indifference what particular signals were indicated, all would concur in the recommendation coming from the Board of Trade?—Yes.

472. Lord *Sandon.*] Just as the recommendation from the Trinity House to all sailing vessels, to adopt a particular rule of the road, is pretty likely to become the general law of the land in the course of time?—Yes.

473. Lord *G. Somerset.*] Though it may be absurd to keep up the signal for 10 minutes, do you not think some signal should be adopted after the departure of a train?—Yes; it is among the regulations recommended at the conference held at Birmingham, that there should be a signal up for one or two minutes.

474. You object, not to the proposition, but to the way in which it is proposed to be carried out?—Yes.

475. Mr. *Labouchere.*] As to the details of a question of this kind, do you not think the month's notice would go a great way to obviate the chance of inexpedient interference or any improper regulations being enforced by the Board of Trade on any company, as to time?—It would.

476. It would give time for discussion and explanation?—Yes.

477. Lord *G. Somerset.*] Would not the position of the station be an element in the consideration of how long the signal was to be exhibited?—Clearly.

478. *Chairman.*] Have you any further observation to make on the subject of the 11th clause?—It is stated here that, "If the Legislature is afraid to entrust discretionary powers to public and responsible officers who have no conceivable motive for abusing them, this is an argument, not for tying up their hands so as to deprive them of the power of doing good, but for dispensing with supervision altogether." Now, as to that passage, I wish it to be understood distinctly, we never thought for a moment of charging any officer with improper motives in this business, but merely that they had not that experience that was necessary; for we do not think it necessarily follows they should dispense with supervision, but that it should be confined to supervision, collecting facts for examination, if circumstances should make it proper to legislate another session.

479. By "supervision," you mean they should have no power of enforcing such rules as they think fit?—Yes; moral power. I think they have very great power: no railway would be found to disobey it.

480. You mean no direct or legal power?—No legal power.

481. Lord *Sandon.*] There is, I have understood, such a rule as this, that no train be propelled by an engine in the rear; no doubt that would generally be much the best and safest practice, would it not?—That is one of the strictest rules we have: I do not see it mentioned here.

482. That would be just a rule of such a nature as the Board of Trade might naturally issue to all companies without the least objection?—It would be one.

483. If it came in the shape of a general rule, should you feel ever entitled to depart from it under any circumstances, or are there not circumstances when even a rule so generally advisable, as being the best rule for public safety, would be exceedingly inconvenient to the public service, and might produce more mischief than advantage?—Clearly you suggest there a very serious difficulty.

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484. Mr. *Labouchere.*] Would there be any difficulty in the Board of Trade laying down a general principle that engines should not be applied behind a train, but, at the same time, leaving some discretion to the companies under special circumstances to do so?—If you admit the discretion, I cannot object to the rule; otherwise, if we are bound down by an absolutely prescribed rule, we should be obliged to give positive orders.

485. A case has occurred lately in which you were compelled, very much against your general principles, to use an engine for propelling, rather than prevent the mail from arriving in a given time?—Yes, during the late frost: we object to propelling as much as we can help it, but the mails could not be got to London without it; we infringed the law, and got the mail in without great difficulty.

486. Lord *Stanley.*] Not on an inclined plane?—No, not on an inclined plane.

487. Lord *Sandon.*] You approve of the general order by the Board of Trade, that propulsion should not be admitted, yet you would have felt at liberty to use it?—The servants we employ would have had strict orders on no account to do so, and if they did so, they would be subject to a heavy penalty.

478. Whenever a general order was issued by a Board of Trade, you would give strict orders to your servants that that direction should be obeyed in every case?—I should apprehend that would be the order of the directors, to avoid the penalty.

489. Mr. *Labouchere.*] Do you think there would be any practical difficulty in the Board of Trade laying down general rules on which railways should be conducted, leaving a latitude to the directors, under special circumstances, to depart from the rule on stating the circumstances to the Board of Trade?—On that understanding the difficulty would in a great measure be removed.

490. Would not that be the rational way of carrying into effect the powers given to the Board of Trade?—I think it would, in reference to the difficulties which have been stated.

John Swift, Esq. called in; and Examined.

John Swift, Esq.

491. *Chairman.*] WITH what railways are you connected?—The Grand Junction, and Liverpool and Manchester.

492. What office do you hold?—My partner and I are solicitors of those companies.

493. Are you acquainted practically with the working of the regulations which those companies enforce on their servants?—I do not come to speak to that as to which I have only some general knowledge; but I have come to speak to one abstract point, to show the way in which discretionary powers may be used.

494. Perhaps you will proceed to state at once your opinion on that particular point?—What I have to state is with reference to the Bill of last session, bearing indirectly on this; there is a clause about the prosecution of railway companies, which, with the permission of the Committee, I will read; it is the 3d & 4th Vict. c. 97, s. 11: "That whenever it shall appear to the Lords of the said Committee, that any of the provisions of the several Acts of Parliament regulating any of the said companies, or the provisions of this Act, have not been complied with on the part of any of the said companies, or any of their officers, and that it would be for the public advantage that the due performance of the same should be enforced, the Lords of the said Committee shall certify the same to Her Majesty's Attorney-general for England or Ireland, or for the Lord Advocate for Scotland, as the case may require; and thereupon the said Attorney-general or Lord Advocate shall, by information or by action, bill, plaint, suit at law or in equity, or other legal proceeding, as the case may require, proceed to recover such penalties and forfeitures, or otherwise to enforce the due performance of the said provisions, by such means as any person aggrieved by such non-compliance, or otherwise authorised to sue for such penalties, might employ under the provisions of the said Act; provided always, that no such certificate as aforesaid shall be given by the Lords of the said Committee until 21 days after they shall have given notice of their intention to give the same, to the company against, or in relation to whom, they shall intend to give the same." Within the last few days, we have received a letter from the Board of Trade, calling on the directors for "an answer" to certain charges

charges made against them by Messrs. Pickford & Co., the carriers, which relate to four points; one of which is, that we have not acted fairly by them (it comes to that, I believe), in not providing accommodation, which they say we provide for other people, and not dealing with them on equal terms; and another is, that we undertake a description of business which the Act of Parliament does not authorize; these are two of the complaints brought forward, to which we are called upon to answer. To the first the answer is, that the matter is pending in a court of law; the other I need not enter on, as it was before the Committee of last session sitting here; it involves the whole carrying question. Our objection as to the first matter is, that it is under litigation, therefore, for many reasons, it must be considered inexpedient that we should be called on to answer beforehand; at all events, whilst it is doubtful whether the Board of Trade wish to take the matter out of Messrs. Pickford's hands; at the same time, I am ordered by the directors to give the information, though against my own advice, certainly. The second question involves this, whether or not it is meant by the Act of Parliament, passed "for the public safety," that the Board of Trade should have power to prosecute us, supposing they could show technically, by a very nice construction of the Act of Parliament, that a corporation had not power to do anything not specifically stated in the Act; namely, to "deliver" goods and collect them, being admittedly authorised to be carriers of them.

495. Mr. *Labouchere.*] Will you read the letter of the Board of Trade?—(*The Witness read the following letter.*)

Railway Department, Board of Trade,
Whitehall, 4th March 1841.

Sir,

I am directed by the Lords of the Committee of Privy Council for Trade to enclose a copy of a memorial which has been addressed to them by Mr. Baxendale, complaining of certain alleged infractions of the provisions of their Acts on the part of the Grand Junction Railway towards the firm of Pickford & Co., and praying for the interposition of their Lordships under the 11th section of the 3 & 4 Vict. c. 97. In calling upon the directors of the Grand Junction Railway for an answer to the charges contained in this memorial, their Lordships conceive that it will save trouble and misapprehension, to state shortly the principles by which they will be guided in deciding upon the course to be subsequently adopted, and the points upon which they conceive that explanation is called for from the company.

The only point at which the Board of Trade can look is, whether the Grand Junction have, directly or indirectly, infringed the provisions of their Acts. The general question of carrying upon railway is one upon which the Board of Trade is not called upon to enter, with reference to the present dispute between the Grand Junction Company and Pickford & Co. off their line, and secure a monopoly of the carrying trade between Lancashire and London by *bonâ fide* competition, that is to say, by affording better accommodation to the public at a cheaper rate, without any infringement, direct or indirect, of the provisions of the Acts; the Board of Trade will not interfere, because it is alleged, that the company having once obtained a monopoly, may make an improper use of it.

If, on the other hand, Pickford & Co. can establish the fact, that the company are acting in a manner not conformable to the provisions of their Acts, the Board of Trade cannot accept as a sufficient answer, that the effect of such infringement has been to lower the rate of charge to the public.

The question is thus reduced to a narrow compass. It is admitted, that the Grand Junction Company are empowered by their Act to act as carriers upon their own and any other railway; it is also clear that the Legislature, in giving this power to the company, intended to place all other parties carrying goods over the line on a footing of perfect equality, and that the company, acting as proprietors, are bound to treat the company, acting as carriers, as if they were third parties. The question is, whether they have done so. The following are the points on which the Grand Junction Company is alleged by Messrs. Pickford & Co. to have infringed the provisions of their Acts:

1st. In undertaking by themselves and their agents a branch of business not authorized by their Acts, which only empower them to carry over their own and other railways, viz. the collection and distribution of goods at the termini of Manchester, Liverpool, Birmingham, and Camden Town.

2d. In refusing to carry goods for Pickford & Co. from termini to termini, unless they pay the same rate as is charged to other parties, including cartage and distribution, and thereby charging unequal rates to different parties.

3d. In refusing to Pickford & Co. the accommodation enjoyed by themselves as carriers, of permitting London and Birmingham trucks, loaded in London, to go on to their line at Birmingham, and proceed to Liverpool or Manchester, without unloading.

4th. In refusing to allow Grand Junction trucks, loaded with Pickford & Co.'s goods, to go on to London, unless paid by Pickford & Co. for their use, although under their agreement with the London and Birmingham Company they aready receive a consideration for the hire of all trucks which go upon the line of that company, and although they give the advantage

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advantage of the use of their trucks to London to themselves, or their agents, acting as competing carriers.

The above appear to their Lordships the principal points upon which the memorial of Messrs. Pickford & Co. makes out a *primâ facie* case against the Grand Junction Company for explanation.

Their Lordships reserve their opinion upon these points until the statements of both parties are fully before them, and they direct me to say, that their future proceedings will depend mainly upon whether, after a fair consideration of the statements and evidence which may be submitted to them, they arrive at the conclusion that Messrs. Pickford & Co. have substantiated their case upon all or any of the above points.

In conclusion, I am requested to direct that you will lose no time in submitting this letter and its enclosure to the directors of the Grand Junction Company, and in informing their Lordships what steps the company are prepared to take.

I am, &c.

J. R. Chorley, Esq. (signed) *S. Laing.*
Grand Junction Railway Company.

496. What is your complaint as to the conduct of the Board of Trade?—I do not wish to put it as a matter of "complaint;" we are going to give the information asked; we intend to answer this demand; we instance this case to show that if the Board of Trade, whether they have or have not a right to ask for it, chose to insist on it, we might be in the position either to refuse what they ask, or to give what might be prejudicial to ourselves in a matter pending in a court of law.

497. Have you ever stated to the Board of Trade what you have stated to the Committee, namely that the circumstance of being engaged in a lawsuit on this point, rendered it inexpedient you should give that information at present to the Board of Trade?—We have given no answer at all, except that the letter will be laid before the directors.

498. If you think that is a fair ground for declining at present to give this information to the Board of Trade, why did you not make the statement which you have now made to the Committee, and wait and see if that statement was not considered by the Board of Trade as a sufficient answer to their letter?—For two reasons: first of all, that the letter of the Board itself states that the matter is in dispute; the Board of Trade was aware of it; and, secondly, that we had no object in declining to give the answer, feeling that we have a perfect case.

499. Lord *G. Somerset.*] The Board of Trade was aware that it was before a court of law?—Yes; nevertheless, we mean to give the answer; but we wish the Board of Trade and the Committee to understand that the discretionary powers, if pressed, might be used to our prejudice on other occasions.

500. Mr. *Labouchere.*] Is it not the case, that the Messrs. Pickford, so far from allowing that it is a question before a court of law, state that it is not, but that it has been disposed of, and is not before them?—No; they say that they cannot move till next April, and they have already, some weeks past, taken the necessary preliminary steps; and there is an action actually now pending as to some of the points.

501. Do you conceive, that under an Act of Parliament which obliges the Board of Trade to see that all Acts of Parliament relating to railway companies are carried into effect, on complaint being made to them by any party that a particular provision of the Act has not been carried into effect; do you think the Board of Trade could have followed any other course than to refer such complaint to the company so complained against, and to ask them for an explanation on the subject before taking any further proceedings?—I think it is very probable the Board did what they thought quite right under the circumstances. What we desire to show is, that it is not desirable to clothe the Board with powers which would be prejudicial to the company, if used.

502. Then your objection is not to any provision in the Bill now before the Parliament, but to a Bill passed last session, commonly called Lord Seymour's Act?—I wish to show that the power thereby given might be used inconveniently or injuriously, and that the Board of Trade having discretionary powers, might feel themselves compelled to use them, whether in the one Bill or the other, injuriously to companies.

503. Was the power given to the Board of Trade, of enforcing Acts of Parliament relating to railways, a discretionary or a positive power?—I think it is absolute,

absolute, whenever they think it desirable for the public advantage; and I mean to say, that the railway companies (and certainly I myself have) never understood that clause to authorize the Board of Trade to try the question with us, whether we had a right, for instance, to carry goods; for that is one of the questions now raised, practically speaking.

504. Does the Board of Trade express an opinion in that letter which you have just read, that it ought to oblige the Grand Junction Company to take the course recommended by Messrs. Pickford, without further inquiry?—No; but it puts us in this awkward position; it states that they will interfere, unless we show that we are specifically authorized by our Act of Parliament to "collect and deliver goods," we being admitted to be carriers. I have not considered the question so closely as to be able to say whether we have that power given us expressly by the Act.

505. Does it not come to this: that the Board of Trade states to the railway company, that if they can show that they have not infringed an Act of Parliament, the Board of Trade will not think it to be their duty, or indeed will not consider themselves justified in instituting any proceedings?—No; I think it is assumed in that letter, that unless the Act of Parliament authorizes us, in so many words, to "collect and deliver" goods, though we are admitted to be carriers, the Board would interfere; and I do not know that the Act of Parliament does so authorize us expressly.

506. Does the Board of Trade express a decided opinion, or does it merely state, for the convenience of the company, what their views are, with their present means of information, and ask the company to give them additional information, so as to enable them finally to decide how they ought to act in the discharge of their own duty to the public?—I think it puts the case in these words, that unless we show that the Act of Parliament authorizes us to collect and deliver goods, they will interfere.

507. Does not the Board say distinctly that they will not consider themselves pledged to the adoption of any particular line of conduct in this case until they have afforded the company the fullest opportunity of stating facts, and of giving every information to the Board of Trade?—No; I understand the letter to say that we are to show the Board that we are expressly, by the Act, authorized to be the collectors and deliverers of goods. I am not prepared to say that we can show that, at this moment; though whether we ought to do it or not, was the very question which engaged the attention of this Committee for the last two sessions.

508. Lord *Sandon.*] You conceive that the Board of Trade is assuming a jurisdiction over a question which is not one of those which the Act of Parliament has entrusted to the discretion of that Board, and which they ought not to put into their hands?—Yes.

509. Mr. *Labouchere.*] Do you think it is a clear or a doubtful point whether the Act of Parliament did or did not contemplate what Lord Sandon has just mentioned?—I have no hesitation in stating that there would have been a very different feeling as to Lord Seymour's Bill, if any such point had been thought doubtful at all.

510. Does the Board of Trade express a decided opinion?—The Board say, if we do not show that we are authorized by the Acts to receive and deliver goods, the Board is to use the powers of that clause: now I do not know that we can show that, though we clearly, as I think, have the right nevertheless.

511. Do they say that positively, or call for an explanation?—They state the charge is that we have exceeded our powers, for that we collect and deliver goods. The statement at the end is, "their Lordships direct me to say that their future proceedings will depend mainly upon whether, after a fair consideration of the statements and evidence which may be submitted to them, they arrive at the conclusion that Messrs. Pickford & Co. have substantiated their case upon all or any of the above points;" and one of those points is that we are not entitled to "collect and deliver" goods.

512. Does not that expressly state that the Board of Trade have not arrived at that question, and that before they arrive at it they are willing to give you all the opportunity they can of fully stating any reasons you may have for supposing that they ought not to arrive at that question?—I admit that to the fullest extent; I cannot suppose that the Board of Trade has made up its mind without hearing both parties.

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513. What other course do you think the Board of Trade could have pursued on receiving a complaint of this description from Messrs. Pickford, claiming from them that they, the Board of Trade, should carry into effect the powers given them by the Act of Parliament for the public protection?—It is not for me to say what they could have done. If they had stated that it was not a matter that they could properly entertain under the Act, they would have stated what the railroad companies believed to be the case.

514. You think then that they ought to have said to Messrs. Pickford, "We will not entertain your complaint, for there is nothing over which we have jurisdiction"?—Yes; it has nothing to do with the public safety.

515. Did Lord Seymour's Act relate to the public safety alone, or to other matters?—The companies so understood it, and they took great pains that it should be so confined, and the preamble was altered with that view to what it is at present.

516. Was it not one of the main objects of Lord Seymour's Bill to give the Board of Trade both the duty and the power of seeing that the railway companies complied with those Acts of Parliament under which they were constituted, whether the provisions of those Acts related to the public safety or to other purposes?—That was never my apprehension, nor was it the opinion of any person or any railway company at the time, so far as I ever heard.

517. Will you read the 11th clause of Lord Seymour's Act?—(*The Witness does so.*)

518. Do you not think that those words "public advantage" imply a much larger construction than merely in order to secure the personal safety of the public travelling on the railway?—I can only state that the impression of all the companies is decidedly the other way, and was so at the time.

519. Do you mean to say that your impression was that the Board of Trade was not both authorized and required to see that all the provisions of the Railway Acts were enforced, whether those provisions refer to the question of public safety or any other?—Yes; we had no apprehension that they were to be used to settle private disputes between the company and the carriers.

520. Supposing the carriers, or any other parties, came to the Board of Trade and complained that the provisions of the Railway Act were not carried into effect by any company, do you not think that, under Lord Seymour's Act, the Board of Trade were both required and authorized to see that justice was done to the parties, and that the Act under which the railway was formed was fully and fairly carried into effect?—That is the construction the Board of Trade might put on it; I can only state what our understanding was.

521. Lord *Sandon.*] You do not so much complain of the mode in which the jurisdiction is exercised, as of the understanding as to the extent of jurisdiction which the Board of Trade seem to entertain?—Yes; and we propose to use it to show how desirable it is to ascertain what their discretionary powers are, before further discretionary powers are taken.

522. You use it in this manner, as showing how powers entrusted originally with one purpose, may, without any misconduct on the part of the department so entrusted, be applied to purposes very inconvenient to private interests, and which were not within the main purview of the Act at the time it passed?—That is so.

523. Lord *Seymour.*] You have read the report of the evidence on which this Act was founded?—Yes.

524. Was it not frequently stated to the Committee that the provisions of the Act of Parliament under which railways were made had not been complied with?—I have no recollection of that evidence myself.

525. Were there not statements made when the Act was obtained, that as to the gradients, for instance, they had not been properly kept in some cases?—I have not a recollection of that fact.

526. Were there not statements as to the bridges, that though the Act of Parliament enforced a certain width, that those points had not been duly observed?—The only point to which my attention was directed in that evidence was as to the carriers; I am not competent to say that there was not the evidence your Lordship mentions. I do not speak of the evidence, but of the Act of Parliament.

527. Lord *Sandon.*] Do you not consider that the interpretation of the general powers of the Board of Trade, as given by the case which you have brought

brought forward, lets in the jurisdiction of the Board of Trade to decide all cases in which private parties consider themselves as having received a pecuniary injury from the management of the railroad?—Yes, of course; if the clause goes to the one extent, it would go to the other.

528. Mr. *Labouchere.*] That is to say, if parties complain that they sustain injury by the company departing from the law of the Railway Act under which they are constituted?—Yes, the Board then go into that private dispute.

529. Sir *John Guest.*] Suppose a question arises between an individual and the company as to the tolls on goods, do you consider that the Board has power to settle that without a court of law?—They may direct prosecutions, but it is clearly not what we intended, certainly.

530. Lord *Sandon.*] Are you acquainted with the laws which govern canals?—I know a great many of them.

531. Is there a similar provision as to canals, that is, as to the exercise of such a power under those Acts, whether they act beyond or short of the power so entrusted to them, where questions of property only are concerned; do you know that there is any provision for a public body to interfere by way of prosecution, and to support the private interests which have been injured?—I know, on the contrary, that whereas the Liverpool and Manchester Railway might be prosecuted under that clause for collecting and delivering goods, the Mersey Canal Company, which competes with them, could not be prosecuted.

532. Sir *John Guest.*] Or for taking too much toll?—Yes, the same inequality.

533. Lord *G. Somerset.*] This clause calls on the Board of Trade to do two things; one is, to ascertain whether or not the company have gone contrary to their statute of incorporation; and the other is, whether or not that which they may be accused of having done, is or is not contrary to the public advantage?—Yes.

534. They consider both those things before they put the machinery of the statute into execution?—They ought to consider both.

535. Your complaint is (whether the Grand Junction Company have the law on their side or not) that the Board of Trade ought not to have considered that this was a case in which the public advantage was concerned, and that it was a case in which they ought not to be called on to give an explanation?—We put it that the Board of Trade proposes, that if we cannot show that we were expressly by the Act authorized to collect and deliver goods, we ought to be punished, or prohibited from doing so, although this Committee, after sitting two years, came to a contrary conclusion; I do not know that we can show that the Act expressly authorizes it, and yet we think it is (admittedly almost) for the public advantage.

536. Your objection is, taking the point of law to be against you, which perhaps you ought not to take, or supposing they have the law with them, the discretion is inconvenient, by enabling them to contest it with you?—It is this, at least, that we ought not to have both jurisdictions at the same time; we ought not to be having Pickfords' going against us at the same time as the Board of Trade, on the same points.

537. Your objection is to the point of law, not to the discretion?—I say, that even supposing it to be quite clear that the law is against us, the mode in which the Board say that they feel called on to exercise a discretion under the Act would compel them to prosecute us for receiving and delivering goods (which we must do as carriers), though this Committee, after considering the matter for two years, could not come to such a conclusion.

538. The Committee have nothing to do with the law of the land; but what you object to is, bringing their discretion into operation under these powers?—I object to both; if we contributed to building a church, or erecting a school, they might interfere, because not expressly authorized by the Act.

539. The point of building a church is not within your statutory constitution, is it?—Suppose we gave 10 *l.* a year to an infirmary, we have no right to do that perhaps by the Act, yet it is competent to the Board of Trade to prosecute us for that, because they might say it is an infraction; this case of collecting and delivering goods is put to us as if it was an infraction, and if proved, we are to be prosecuted. Again, the Liverpool and Manchester Railway Company are competitors with the Mersey and Irwell canal; neither of them is specifically

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authorised by the Act to collect and deliver goods; and yet the Railway Company may be prosecuted, and the other may not.

540. What is your complaint; do you complain of the discretion of the Board in instituting an inquiry at all?—No, I do not wish to put it as a complaint at all.

541. No, not offensively, but do you complain?—We say that the Board have certain powers; my statement is not in the way of complaint; the Board of Trade is clothed with a power, and they say that, because they have it, they must exercise it, and it is to be exercised unless we can show we have not infringed the Act. Now we do perhaps infringe it every day by making presents to charities, &c., and the Board may say that is not for the public advantage to make these presents.

542. Do you consider carrying on the business of the railroad company in a particular manner, and giving 10*l.* to a charity, are at all analogous points?—They are both infractions of the Act of Parliament, I take it, if either is.

543. What has the public advantage to do with the 10*l.* given to a charity?—It is not put so in the letter; it is not put as a question of public advantage, but of infraction of the Act only.

544. I am not talking of the letter, but of this Act of Parliament; answer the question so?—It is quite clear, then, that if the Board of Trade thought it was for the public advantage, they might prosecute.

545. Sir *J. Guest.*] Do you not object to giving them a larger discretion?—I merely put the case in that way.

546. Mr. *Easthope.*] You adduce it as an illustration of the danger of the powers not being specified?—To show the danger of their having discretionary powers, which they feel they must, if called on, exercise, and it may be prejudicially.

547. Mr. *H. Baring.*] Your objection to the letter is, that the effect of it would be, that the prosecutor is to demand evidence from the defendant which might prove the ground of the prosecution?—That would be another objection, and a grave one.

548. Mr. *Labouchere.*] Have those, or any other objections been stated in reply to the letter of the Board of Trade on the part of the company?—Certainly not. I hope I shall satisfy the Board that they ought not to interfere.

549. Has the Board of Trade done more than, having heard the complaint of the party against the railway, given to the railway company the means of affording the most ample explanation on the subject, before pledging itself to taking any steps upon it?—Yes, the Board have put a construction on the Act thus: that if we cannot show, that in collecting and delivering goods, we have not exceeded the powers the Act expressly gives us, they would prosecute us, as I understand.

550. Have they pledged themselves to do it?—They have stated substantially, that unless Pickford & Co. substantiate all or any of their complaints, the Board will not interfere.

551. Have the Board of Trade merely said their course would be regulated by the statements of the railway company on those points, or has the Board distinctly pledged itself to take any course until the arguments of the railway company have been considered by the Board?—They go further, and say (these are their words): "They direct me to say, that their future proceedings will depend on, whether, after a fair consideration of the statements and evidence which may be submitted to them, they arrive at the conclusion, that Messrs. Pickford & Co. have substantiated their case upon all or any of the above points;" one of the points is, that we have no right to collect or deliver goods; if it appears that the Acts did not authorize that specific thing, then the plain inference is, the Board will do something else.

552. *Chairman.*] You stated you had read the Reports of the Select Committee, from which the Bill of last Session originated?—I stated I had read the evidence, and I have no doubt I have read the Reports.

553. One of the resolutions of the Committee was, "That it is the opinion of this Committee, that it is the especial duty of this department to see that the several provisions contained in all Acts of Parliament having reference to railways are duly observed, so far as the public interest is concerned;" now that went further than the question of safety, did it not?—That was not our impression.

554. "And this department," it goes on to say, "shall be authorised to institute

tute legal proceedings at the public expense, in cases where such provisions have not been complied with?"—Referring to the public entirely; but this is a private dispute with a carrier about what we are to do with him. *John Swift*, Esq. 19 March 1841.

555. Mr. *Labouchere.*] Your complaint is this, or, rather, you doubt of the propriety of the conduct pursued by the Board of Trade on this occasion; reasoning on the assumption, I believe, that Lord Seymour's Bill was intended solely for the purpose of protecting the public safety, and for no other purpose?—I do not say that at all; I say the Board of Trade are entrusted with powers which they claim to use in cases of private individuals who may conceive that they are aggrieved.

556. Lord *G. Somerset.*] You do not object to the Board of Trade taking up itself the particular question of the carriers, but as to the way in which they do it; suppose there were no action pending, should you have objected?—We should still have thought it hard to try this, having the Government purse against us, and no costs to receive if they lost; we should have objected on that ground.

557. Do you happen to know if the power of the Government prosecution has been exercised in any one instance, since Lord Seymour's Act passed, by the Board of Trade?—I have not heard of one.

558. Mr. *Labouchere.*] Has it not been the case, that in every instance the Board of Trade has taken the course it has done in this case, of pointing out to railway companies any infringement of the Acts of which they thought they had been guilty; and has not the result been in all the cases, that the railway companies have complied with the requisition of the Board, and no public prosecution has been found necessary?—I never heard of a prosecution; I do not know that there ever was one; we only desire to put it, that the Board of Trade, having discretionary powers, might use them in a mode which might be extremely prejudicial to the company; without such an use of their powers being expected by any body.

559. You state this on the authority of an unfinished correspondence, when you are not able to state what will be the ultimate decision of the Board on the question?—That is so; but the correspondence lays down a construction of the Act of Parliament, which, if followed out, would be extremely injurious.

Lunæ, 22° die Martii, 1841.

MEMBERS PRESENT.

Mr. Henry Baring.	Mr. Loch.
Mr. Easthope.	Sir Robert Peel.
Mr. Freshfield.	Lord Viscount Sandon.
Sir James Graham.	Lord Seymour.
Mr. Greene.	Lord Granville Somerset.
Sir John Guest.	Sir Harry Verney.
Mr. Labouchere.	

LORD SEYMOUR IN THE CHAIR.

Isambard Kingdom Brunel, Esq. called in; and Examined.

560. *Chairman.*] WHAT situation do you hold, in connexion with railways?—I am engineer to the Great Western, and some other railways in the west of England. *I. K. Brunel*, Esq.

561. Have you had your attention called to the 11th clause of the present Bill?—I have.

562. Have you considered the possibility of substituting, instead of the discretionary power there taken by the Board of Trade, an enumeration in detail, of those points to which the powers of the Board of Trade should be limited?—I think it would be quite possible to enumerate the points to which it could be limited; but I should prefer saying at once, that those points would be so narrowed that it would amount to not giving any power, if they were confined to those to which I think they ought to be confined.

563. Will you state to what points you think that power should be confined?—I do not conceive, myself, that it is to the advantage of the public, in the manage-

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ment of the railway system, that any power should be given to the Board of Trade, or any central body, to issue regulations for the management of the concern.

564. Mr. *Labouchere.*] You are against any control whatever?—Except such control as would be the necessary consequence of supervision and watching the proceedings of the railway companies, and suggesting modifications, when opportunities occurred of doing so.

565. You do not think it would be advantageous to give to any central authority the power of enforcing any regulations upon railway companies?—I am certain that it would not, generally speaking, be advantageous; a solitary case might arise now and then, where a regulation might be issued that would be advantageous, but I believe the companies themselves would, long before any central Board could be justified in issuing a regulation, have generally adopted it in their practice.

566. You are probably acquainted with the circumstances of the accidents which occurred some months ago on several of the lines of railway?—I am.

567. If a power had existed in some central Board to make proper regulations, and if those regulations had been in force at that time, do you think any of those accidents would have been prevented?—I do not think they would; but I should explain myself a little in stating that. I do not think that the power to issue proper regulations would at all secure,—I hope I shall not be understood as feeling the slightest want of respect to the officers appointed,—but I do not think the power of issuing regulations, would secure to the parties issuing them, the ability to determine what are proper regulations; and I think that there must always be on the part of the officers of the different companies far more of that knowledge, which would alone enable them to issue regulations; and I am principally led to think so from seeing that there is an entirely erroneous impression existing, both in the minds of the Committee themselves, and of the officers who have up to the present time been engaged in inspecting the railways. I think they are under a completely erroneous impression both of the circumstances which really lead to those accidents, and of the best mode of remedying them, and that they are without, and must always be without, any sufficient knowledge of the practical working of the system with which they propose to interfere; and I think that the accidents and the suggestions arising from those accidents themselves, prove what I assert. They certainly prove it to the minds of those who are familiar with the practical working of railways. I dare say it will be difficult to prove that satisfactorily to the Committee, from the very circumstance I have just mentioned, that they are not acquainted with the practical detail of the working; but still, if the Committee will allow me, I will attempt it. I think that the mere circumstance of which the officers who have been appointed have themselves given very strong evidence, namely, that notwithstanding the tremendous speed at which railway travelling is carried on, notwithstanding the appearance of almost trusting to Providence as we run along the lines, and the apparently great risks that are run, that notwithstanding all this, it is a notorious fact, and one which is admitted by the officers who have inspected railways, that it is a safer mode of travelling than any other adopted up to the present time; and that, notwithstanding all those apparent dangers, really there is very little danger comparatively: I think that ought to have led them to consider, that, in all probability, the dangers that still exist, do not arise from any glaring prominent defects in the system, which of course those who have brought it to this state of perfection must long since have seen, and that it would hardly be left to those officers to whom the thing must be new, to discover suddenly that we have passed over some of the most prominent and easily removed causes of danger; and I think that, as they become more intimate with the practical working of railways, they will see that the real cause of danger, small as it now is, consists of a multitude of small operating causes, which occasionally and accidentally are all brought to bear, and all operate to produce risk. I will suppose, for instance, that a collision takes place on a railway, in consequence of a train stopping, and another train running into it. Now in nine cases out of ten, that will arise from a complication of different circumstances, such as these; that perhaps a pair of wheels upon a train is slightly out of gauge, being too narrow, that in passing some guard-rail they get strained, and that when they come to a part of the line which is rather wide in gauge, they get off, and the train is delayed. A policeman immediately runs up, and stands right in the way of the tail-lamp of the train, and the next train runs into it. Now the majority of

persons

persons would say, that if the policeman had done his duty, and showed a red light, and if the engine-man had seen the red light, there would have been no accident. That is very true; but it is impossible to make the men perfect; the men will always remain the same as they are now; and no legislation will make a man have more presence of mind, or, I believe, make him more cautious: and, besides that, the next time such an accident occurs, the circumstances will be so different, that the instructions given to the men, in consequence of the former accident, will not apply. But the real source of the danger, and the only one which there is any hope of removing, is in a complication of imperfections in a great number of the mechanical parts of the system. We have gradually discovered, that the wheels had better be a little wider in gauge than we made them at first; that they had better not be quite so narrow in the external gauge; that they should be about half an inch wider on the tire; that the guard-rails had better not touch them; that increased care should be given to the gauge of the rail; and that the tail-lamps must be put in a position in which they shall be less likely to be obscured. A number of small things of that sort are gradually discovered, generally speaking, without any serious accident; they are gradually discovered and removed; and thus the original chances of risk are diminished, till, in fact, they do not occur. All those who are familiar with the working of a railway, or with the manufacture of any article, or with the progress of any complicated system of that sort, well know that it is in vain to attempt to make workmen more perfect; it is in vain to attempt to trust to any regulations in such a manner as to expect, that when a new accident occurs, they shall all apply; and that it is still more vain to expect, that they will be all obeyed. It is by gradual and progressive improvements, in all the little details, that the risk of accident is diminished; and it is by that alone that the risk of danger will be removed. This is familiar to us, and to the persons working the railways; but I am sure it cannot have struck the gentlemen who have been sent to inspect the railways; because, first of all, no looking on occasionally will make them acquainted with that which we only learn by seeing it, and feeling it, and feeling the inconvenience of it every day. They also cannot learn it, because we keep progressing so fast, that the knowledge of one day will not apply to the next; and although their own suggestions which they have made after those accidents, and although the reports which have been made by several of them show very great investigation, and a very acute perception of the circumstances, which they happened to be able to lay hold of on the ground after the accidents had occurred, still those suggestions show, that they are aiming simply at that which we know cannot be attained, namely, at perfection in the regulations and in the character of the men that we have to employ, and that it is by attention to the multitude of little details alone, that approximation to perfection can be attained; that that is their view, is evident also, from the suggestions which they have all thrown out after seeing those accidents. I have come to that conclusion from reading the reports of different officers which have been made and printed. I may refer to the report of Colonel Thompson. I mention names in order to facilitate reference. I have not the honour of knowing Colonel Thompson; I have no doubt that he is as adequate as a person could be to investigate a thing of which he could not understand the details. Colonel Thompson recommends, that upon new lines we should be limited to a speed of 20 miles an hour. Now it may be difficult to convince the Committee; but, with every respect for Colonel Thompson, the suggestion to us appears absurd.

568. Mr. *Labouchere.*] Was Colonel Thompson's suggestion adopted by the Board of Trade?—No; but I am referring to suggestions which have been made by all those gentlemen, to show, that it is impossible for persons that are sent, or that may be sent to investigate railways, to be sufficiently familiar with all the details, which can only be gradually learned, for them to make useful suggestions.

569. You are aware that Colonel Thompson is not a permanent officer of the Board of Trade?—Yes; but he also suggested a half-hour's interval, which is quite preposterous; and he suggested also stakes to sleepers. By that dash of the pen an expense of 60,000*l.* or 100,000*l.* would be saddled upon the railways, in fact, upon the country, for that which would not answer its purpose.

570. Is it not the fact that none of those suggestions were adopted by the Board of Trade?—I do not know that they may not be adopted; there has been no power to adopt them yet.

571. You are aware that those suggestions of Colonel Thompson are not

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included in those suggestions which have been made to the Board of Trade by the officers of the railway department, as being cases illustrative of the manner in which, in their opinion, any discretionary power conferred upon the Board of Trade should be exercised?—Then I will pass over a great number of observations which I had to make, and go at once to those which are recommended by Sir Frederic Smith. I should observe, that with respect to the positive recommendations made to be adopted by the Board of Trade, it is fair to assume, that other points which Sir Frederic Smith recommends in other reports, although they may not be included in those which he does recommend in his general report, might probably, in a subsequent general report, be included, because, I may assume that he would be more liberal in his recommendations when he had the power to enforce them, than now, when all the suggestions thrown out are open to attack. Sir Frederic Smith, in one of his reports, states that no work should be carried on after the opening of the railway, with some small exceptions. Now, no doubt that, like a great many other things, is very desirable, but it is unattainable. During the whole of the first twelvemonths after a railway being opened, in many districts, in clay districts especially, the embankments will sink so much, that the quantity of work carried on, will be as great as if we were forming an embankment, and it must be done. True, that may come under the head of maintenance of way; but it is in fact doing that which, if you chose to compel us to keep the line untouched for six months (and there is no reason why we should stop at six months particularly), would be unnecessary; therefore everything is to be sacrificed for what is called public safety. We must be made to keep those embankments for six or 12 months, according to the nature of the soil before we open. Then again with respect to slopes, after a certain time it will happen in railways frequently, as engineers are by no means infallible, that the slopes are found to require enlarging; that must be done after the railway opens. There may be cases to a trifling extent occasionally, where a slope has not been formed before the opening; but the quantity of work done for that sort of purpose, bears but a small proportion to that which must be done after the railway is opened, and which no law or regulation can prevent our doing, unless you shut up railways entirely. Sir Frederic Smith also refers to the accidents on the London and Birmingham Railway, and one of his conclusions amongst others is, that the load of a luggage train should be limited. Of course it is very desirable that you should never overload either a horse or an engine, or anything else; but if you attempt to fix a maximum, the maximum must either be so far beyond what they usually carry as to be perfectly useless, because they hardly ever exceed it, or it will be so low as to be a positive hindrance and cause of danger. Sir Frederic Smith mentions 80 tons gross load on the Birmingham. Now I, of course, with respect to facts, confine myself to the Great Western; but comparing the Birmingham with the Great Western, the Birmingham gradients being 16 feet to the mile, and the Great Western four feet per mile, the difference in the relative loads which the same engine would take upon the two would certainly not be more than as two to three. I dare say one of the Birmingham engineers would say that we could not exceed it so much as that; but take 80 tons on the Birmingham, and convert it into 120 for the Great Western; why, if we were under that restriction we could not carry on our trade. I looked yesterday at the returns of our luggage-trains, and I see that on the 2d of March 1841 one of our passenger-engines only, not a goods engine, brought up from Wootton Basset to Paddington a gross load of 256 tons, exclusive of engine and tender. The engine kept its time very well. If we had been obliged to cut that train into two and a half, as would have been the case if our limit were put at 120, we must have had three trains, and of course the chances of accidents, and the difficulty arising from complication of arrangement on the line, would be immensely increased; whereas we brought up this single train of goods without being delayed, or any inconvenience upon the line. On the 12th of March the Elephant engine, a goods engine, took down 216 tons gross. That would have been two trains, and a very large number of them much exceed this proposed maximum; of course, if the rule is made, it must be general; you will never entrust anybody with the power to permit the Great Western to carry 100 tons, and say to the Birmingham, you shall only carry 80. The Birmingham would of course consider that they were unjustly treated. The next recommendation is, that trains should always be made up with single engines; that there should be a regulation that should prevent such a train going out as required two engines.

572. You are speaking of a recommendation made by Sir Frederic Smith, in one of his reports to the Board of Trade?—In one of his reports to the Board of Trade. It is in Sir Frederic Smith's reports upon the accident on the London and Birmingham Railway, at page 35 of the reports and returns relative to railways. I am not supposing that Sir Frederic Smith has laid these down as laws which he suggests should be passed, but I am mentioning them as suggestions which occurred to him, who has evidently taken by far the truest view of all the circumstances of a railway, and who has had a great deal of opportunity, and taken a great deal of trouble, to examine into them; but who nevertheless has, in my opinion, formed erroneous views altogether of the best mode of preventing accidents, and of the rules which could at all be safely carried out. He is aware, of course, that it would not be possible upon all occasions to dispense with assistant engines; but nevertheless, he says, it should be considered as a general rule not to extend the trains beyond the power of a single engine. Now I assert that that general rule, if followed by the companies, would lead to danger instead of avoiding it. A certain quantity of goods has to be sent out from the station in the 24 hours. Suppose a certain quantity has to go out within two or three hours at the latter end of the day. It may, no doubt, be carried to excess, but the general rule would be to send them all together, to put the engines and the trains all together. All chances of collision of course are got rid of between those trains, and the average power of the whole is better obtained; although there again the necessity of understanding exactly the practical operation of the thing is evident, because it is not the case that two engines, when coupled together and drawing a load, will do twice as much as one engine. It is rather a curious circumstance, but I mean to say that the average power of the engines is best obtained by putting them together, if we take into consideration the chances of one engine running a little dry, or of any circumstance occurring to lessen the power of one engine, we do then get the average power of two or three better by sending them together than by sending them separately; and I have no hesitation in saying, that the general rule ought rather to be (though I think it would be bad to have any rule either way) to send them altogether than to send them in trains, each consisting of a single engine. It is also thrown out as a recommendation, that the maximum speed of luggage trains should be fixed, and on no account departed from. With respect to that, all the railway companies do fix, for the guidance of their men, a maximum speed, but it must be varied according to a number of circumstances. It will be very different on different railways, and it would be impossible for any third party, unless he took our assertions and acted solely upon them, to say exactly at what rate each train ought to go, or what each railway should fix as the maximum speed for their goods-trains.

573. When you say that you fix a maximum speed, do you mean by that the Great Western or all the railways?—I believe all the railways do so; but I prefer confining myself to the Great Western.

574. Upon the Great Western your regulations are very strict?—I am not aware that they are more strict than those of the other well-managed companies.

575. Is there not a very great difference on different railways with regard to the strictness of their regulations?—I flatter myself, of course, that the regulations that we make are the best; but the result upon the other railways, which is what we ought to go by, appears to prove that on many other lines there is great regularity.

576. For instance, with regard to the use of time-tables, have you not upon the Great Western, Railway very strict regulations with respect to time-tables?—Not more so than the London and Birmingham, and many others.

577. Are you able to state that there are any other railways that have regulations equally strict with regard to time-tables, or that even use time-tables at all?—I think all the railways use time-tables.

578. Sir *John Guest.*] Do not all passenger-railways use them?—All passenger-railways use them; I am referring entirely to passenger-railways.

579. Mr. *Labouchere.*] Do you not adopt precautions on the Great Western to enforce the use of time-tables, by obliging the station clerks and the guards to note the times of arrival and departure?—Not the station clerks; the conductors.

580. Do you happen to know whether the same thing is done upon any other railway?—I know that on the London and Birmingham, and the Grand Junction, if

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if they arrive too soon, they wait; and therefore I suppose they use and enforce time-tables.

581. Why do you use that precaution on the Great Western Railway?—For the purpose of ensuring punctuality, which is a most important ingredient in safety.

582. In your time-tables, have you any interval less than 15 minutes?—I should think not; but I am not sure.

583. Supposing it to be the case, that on some railways a system of the kind which you have just described is not adopted, do not you think that the non-existence of such a system materially contributes to want of safety?—I think all the circumstances should be exactly put before me before I can give a safe answer to the question. I am not aware, at the present moment, of any passenger-railway where they do not endeavour, in that which they consider a good way, to ensure punctuality at the different stations. The times of arrival and departure are obliged to be fixed, for their own interest in getting passengers. Of course some railways will adopt more rigid and more perfect regulations than others; but it is by that means that improvements will take place, which will be stopped at once if any particular system of regulation is ordered to be adopted by all.

584. Do not you oblige any train to stop upon arriving at a station, unless a signal of safety is shown?—Yes.

585. Is not this signal taken down when the train comes into the station?—The signal "wrong" is put up when the train is in the station.

586. When is the signal of "safety" shown again?—Not till the person has ascertained that the station is clear, and that another train may come in.

587. Why do you adopt that system?—To prevent collision.

588. Do not you think that some such system as this ought to be generally adopted on all railways?—I think an approach to it ought; but it should be modified in each case, according to the circumstances of the railway. I would observe, that the particular instance referred to shows the impossibility of laying down general regulations.

589. Sir *R. Peel.*] Will you explain what that regulation is; is it to prevent two trains on different rails from ever crossing at a station; or is it only to prevent the approach of a second train upon the same rail when a previous train is at the station?—It is a little of both, varying with the different stations, which I will explain, and which will show the impossibility of applying the rule generally even through one railway, still less to several railways. On the Great Western Railway we have two or three different classes of stations; on a small station there is no derangement at all of the rails; the train simply stops, and there is a platform alongside, on which the passengers get out; upon that station, of course there is no necessity of stopping a train that is coming in an opposite direction, and therefore we have only signals relating to the line upon which the train itself runs. We do require that our trains, on arriving at those stations, should go gently; but that is only a little additional precaution. We have another class of stations, where, to avoid the necessity of passengers crossing both lines of railway, they depart from the general course, and draw up at sidings, out of the main line of railway; the consequence is, of course, that they each have to cross the wrong line. That is a system of station, as to which nothing but experience could determine whether it was more safe or more dangerous than an ordinary station; but it is a very convenient arrangement, it gives great accommodation to passengers; we have adopted it at two or three points upon our line; at those stations we have to adopt very stringent signals to prevent collision in crossing the line, and there we actually give the signal of "all wrong" up; and till it is turned "right," any train approaching the station would be bound to stop. The policeman then ascertains which way the train is coming. If there are two trains, he selects between the two, and he lets in one of them first, and during the whole of that time keeps up the signal "wrong" for the other; and after that train is in, he lets in the other; and so in going out, they are neither of them allowed to go out, unless the signal of "all wrong" is exchanged to "all right." That is a system of signaling which is consequent upon that arrangement of station, and which would be quite unnecessary and mischievous, except for that particular arrangement of station; because to increase the number of signals at all beyond what is absolutely necessary is very mischievous, as it complicates the systems; therefore, that is an arrangement of signals which exists only at those particular stations. We do not do the same at the smaller stations; and it would be not only useless, but injurious, to enforce the

the same regulation upon other railways that have not that particular arrangement of stations.

590. The result is, that you have different sets of regulations for different stations upon your own line, and that those depend upon the peculiarity of each station?—Yes.

591. And it requires a local knowledge of those peculiarities to determine whether the regulation is a good one or not for the station?—Decidedly.

592. It is possible that if certain regulations which may be good for one station were prescribed for another, confusion might arise, and what was intended to be a precaution against danger might become a cause of danger?—Decidedly. I was going to observe, that with the best assistance of professional men, and others whose whole time and peculiar capabilities are applied to the system, we find it difficult enough to make our regulations sufficiently general to apply even upon our own line, and that the great difficulty in drawing up any code of regulations always is, to make a good regulation which is sufficiently applicable in all cases even on our own line of railway.

593. Mr. *Labouchere.*] You have a large establishment of police upon the Great Western Railway?—I do not know what it may be compared with other lines; I should think not so large as upon the London and Birmingham.

594. Do you happen to know what is the number of police upon the Great Western Railway as compared with the number of miles; how many policemen per mile?—It averages about one and a half to a mile, including all the policemen at the stations. But with respect to the number on the line, I cannot state the average; it varies considerably at different parts of the line. Between Maidenhead and Twyford, a distance of seven miles and a half, there are only two; it is a cutting in chalk.

595. Sir *John Guest.*] Must not every station where passengers are received and let out, have at least one policeman?—Several.

596. Sir *Robert Peel.*] The number of policemen employed upon the line varies very materially at different parts?—Yes.

597. The determination of the number upon the several parts of the line depends upon local knowledge?—Yes.

598. It would be impossible for any person not having practical experience of the daily working of the line, to determine whether it was right to have two policemen upon a certain mile of the road, or ten; but that must depend upon daily observation of the working of the line?—Entirely; and I can assert most positively, that it would be impossible for Sir Frederic Smith, with whom I have had the pleasure frequently of going along the line, and who would see things as quickly as anybody, after spending even a month upon our line, to state at all correctly the number of police which ought to be employed at the different parts respectively. He must know the frequency of footpaths, and of roads, and the probability of sheep or cattle, or other things being in that district; and a great variety of circumstances which it is impossible for any person merely looking on to learn.

599. Mr. *Labouchere.*] Without forming any very accurate estimate upon a point of that sort, suppose that a railway had very much reduced its establishment of policemen, to a degree which was obviously inconsistent with the public safety; do you think it would be impossible for Sir Frederic Smith, upon hearing complaints of such a state of things, to be able to ascertain whether those complaints were founded in truth?—I believe it would be impossible for him to ascertain it with anything like a probability of doing justice to the parties. And one of the great errors into which you have fallen, and into which the officers you have appointed have fallen, is this; in supposing that, with all your desire to watch the public safety, you can have anything like the desire that we have, anything approaching the deep feeling of interest that the companies have, I mean with reference to their pockets, in doing every thing which their particular circumstances require, and which their particular means enable them to do; because you must have reference to the quantity of traffic upon the line. I am quite sure that nothing on your part can approach to the feeling of interest that the companies feel even in that particular department of providing for the public safety. Their all, their daily bread, depends entirely upon their not only carrying the public without accident, but upon their carrying them without their being afraid of accident; and a great deal of mischief has been done to the companies, not by what is really public feeling against us, for I doubt its existence, but by that which is called public feeling, by the great attention which has been drawn to our accidents by the newspapers.

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And depend upon it, their interest to provide for the real safety, as well as the apparent safety of the public, is infinitely more powerful and effective than any watchfulness, however great it may be, of any officers you can appoint. But with respect to the police, I am quite sure that long before you would find it reduced to such a state that you would interfere, the company would have found that it was not their interest to reduce it.

600. Sir *Robert Peel.*] You say that really useful discoveries for preventing accidents or improving the mode of communication can only be made by persons of practical experience in the working of railways, founded on daily observation; but you do find, from time to time, opportunities of making those improvements?—Daily.

601. And after having tested them for a certain time by daily observation, you then adopt them with perfect confidence of their success?—Yes.

602. Then do not you think that there would be a great advantage with respect to that class of improvements of the success of which you are perfectly certain, in a public officer being enabled to communicate those improvements to other railways, to the manager of which they might not have occurred?—I think, on the contrary, that would exactly be the course that would prevent improvement in the first place; because, by the time any improvement has been sufficiently tested to enable that officer to recommend it to another company, depend upon it that improvement is also itself about to be improved upon, and is about to be thrown aside by some other person making a further improvement.

603. You have stated that upon the Great Western Railway you have found, by experience, that the flange of the wheel should not touch the guard-rail; that the leaving a small interval between the wheel and the rail is of advantage and adds to the security; now, with respect to that particular improvement, supposing that may not have occurred to the managers of other railways, and that Sir Frederic Smith, acting under the directions of the Board of Trade, being satisfied that it was an improvement, had the opportunity of calling the attention of other railways to this improvement, which has been so tested by actual experience, and of recommending their adoption of it, would not there be an advantage in a public officer so calling the attention of other railways to an improvement of that kind made by your officers, the advantage of which had been tested by daily observation and actual experience?—I believe, as I stated at the outset, that a central or third party, who would suggest to other railway companies what was going on on other railways, might possibly be (though I doubt it) of use; but the very case referred to, if it went at all beyond suggestion, and if there were any power of direction, would be most injurious, and I will state why. Sir Frederic Smith might not be aware—I believe he would be in this particular case aware—but he possibly might not be aware, that the guard-rails and other things are different upon other railways from ours, and that the same thing does not apply in other cases; and as a different route is followed by other parties in obtaining the same end, the endeavouring to introduce this modification, which is advantageously introduced with us, into others, might lead to mischief, and would have a very bad effect. The consequence would be, that instead of all the different engineers, and all the different parties engaged in railways, seeking for improvement by various routes, and therefore more likely to arrive at it, it would be all confined to one; as soon as one thing was apparently successful, they would be calling the others' attention to it, and indirectly requiring them to adopt it, because it would be rather awkward to refuse to follow a suggestion strongly pressed upon us from such a quarter. The consequence of that would be a complete stoppage of improvement upon that particular point; and I will give a case that occurs to me. In fact, in almost every branch of railway machinery you may see that that case would arise. Originally, in the recollection of everybody, we had cast-iron carriage wheels. An improvement upon those was carriage wheels made very much like common carriage wheels, with wooden spokes and cast-iron fellies. After that we had cast-iron wheels with wrought-iron tires; and after that we had wrought-iron wheels. Now, suppose that in the year 1830 or 1831, when the Manchester and Liverpool Railway was first running their trains, there had been a central Board, other railways were then just starting, I think there is no doubt that the central Board would have been bound to recommend to other railways to adopt the wooden spokes and the cast-iron fellies on their lines, and you would have had 300,000*l.* or 400,000*l.* invested in wooden wheels. The general feeling in the country would have been, that the Board of Trade considered wood preferable, and all the inventors would have been at work

with

with wooden wheels, and we should now have been 10 years behind what we actually are, till probably some serious accident had occurred, such as setting on blaze the whole of a train. For those wheels were found to have this defect among others, that they caught up the ashes of the engine, which stuck to the spokes and set the wheel on fire. Some dreadful accident of that kind would have occurred, and then they would have issued a regulation that we must go to wrought-iron wheels; and in the year 1840 we should have jumped from wood to wrought-iron, and those would have been of no better construction than they were in the year 1830. Instead of that, one company started with wood, another started with cast-iron, then another tried wrought-iron, and we have now got to this improved wheel, which, however, is still bad compared with what it might be.

604. You were understood to say, that experience has shown that there was an actual positive advantage which had not been foreseen, in not bringing a certain part of the wheel in contact with a certain part of the rail, but allowing an interval; do not you think that that depends upon some mechanical principle applicable to all railways, and is not confined to the case of your particular railway?—I must say that, although I ought to be well acquainted with the subject, I would not lay down such a general rule. It is not a mechanical principle; it is a defect that we discovered, that in running on the railway our wheels struck the guard-rails, and we found it better to keep them further apart. It may so happen, that upon a railway differently laid, it may be better to let the wheel strike the guard-rail than to have a wide guard-rail; and I would not pretend to lay down for another railway that it is better to avoid striking the guard-rail. We are obliged to keep the guard-rail pretty close, otherwise the wheels would not be kept on at a turning of the line; and I think it possible that cases may arise where it is better to incur the evil consequences of this little blow on the guard-rail, rather than to have a wide guard-rail.

605. Lord *Granville Somerset.*] In case of curves?—Yes; in case of curves you are obliged to keep this guard-rail very close.

606. Sir *John Guest.*] Suppose the railway company were bound by the Board of Trade to make them a little tighter, would not that increase the danger of their getting over the rail?—Yes, it might injure the line.

607. Suppose you were bound to make it looser, might not that endanger the getting off the line?—Yes.

608. Mr. *Easthope.*] You have not ascertained the principle of the improvement so clearly as to be able to say where it applies and where it would not apply. Although you know that it does apply upon your own specific railway, you are in doubt about the general application of the principle as a measure of improvement?—It is not a principle, and there is the great error which I think is fallen into, in supposing that there is a want of certain principles being laid down; they have been long since learnt, and almost forgotten by us. It is a multitude of little details which do not consist of principles at all, but practical results. We find that the striking the guard-rails does us harm, and that the widening of the guard-rail does not do us so much harm.

609. Must not that be consequent upon some principle?—The principle is, that we know the wheel is injured by a blow; we find that the wheels are injured by blows, and we find that that is more injurious than having the guard-rail wide.

610. Sir *R. Peel.*] Do you think that the leaving an interval between the wheel and the guard-rail tends to prevent the engine being thrown off the line?—I think it tends to prevent the engine being thrown off the line.

611. Do you build every new engine upon this plan?—No; the engines were kept the same, and we altered the guard-rails.

612. Then this result applies to every engine that works upon the line?—Yes, they are all made at an exact gauge.

613. Upon all parts of the line?—Yes.

614. And without any failure upon any part; whether you go slow or quick it equally applies?—Yes.

615. Have you any reason to think that, supposing the rails of another line were at a less distance, the same result would not follow?—The same blow would be given; but upon one railway it will happen that it is better to incur the blows than to have the guard-rail wider, and in avoiding the blow, run the risk of running off the line. Again, the case will be attended by a different mode of laying the rails; a rail fixed upon chairs and upon blocks or sleepers would make a difference, as compared with our railway, so great that you could not properly apply any rule

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rule from the one to the other. I mentioned this particular point, but it is one of a million. I can hardly give an idea of the numerous little points of that sort which are gradually being modified.

616. Are not there 20 of the million which are capable of general application? —I do not think there are; they are not of sufficient importance; it is only by the multitude of them that they are important.

617. Mr. *Easthope.*] Are the guard-rails applied throughout the whole of the line, or only at particular points?—Where there are switches, or any alteration in the direction of the rail.

618. Sir *H. Verney.*] If you were Inspector-general you would not give any general regulation on this point?—Decidedly not.

619. Are the Committee to understand from your evidence generally, that you are of opinion that no efficient superintendence can be exercised by any officer appointed by a public Board?—Decidedly so.

620. Is not it to your interest that some efficient superintendence should be exercised somewhere?—I cannot conceive why.

621. Would not it be for your interest to co-operate with an officer so appointed? —Unquestionably, if he were appointed, we must then make the best of what I should consider a bad arrangement.

622. You say, that an officer appointed by the Board of Trade could not efficiently superintend railways; but if he had your full and active co-operation and assistance, could not he then, with advantage, superintend railways?—I think he would be still worse than before, unless you suppose me perfect in every respect; I should of course instil into him all those views which suited my own particular objects; and I unhesitatingly say, that such must be the consequence of any such officer listening much to what any individual would state to him.

623. Mr. *Labouchere.*] You think that there are no points of general application upon which regulations might with advantage be issued from a central authority, and made applicable to all railways?—I have never yet heard of one, nor can I conceive one.

624. For instance, take the case of buffer springs; are buffer springs now universally adopted on all railways to the extent to which you think they ought to be adopted, with reference to the public safety?—Certainly; with reference to the public safety, decidedly; sufficiently upon all that I know anything of.

625. Lord *Granville Somerset.*] Will you state to what extent you think buffer springs ought to be used?—That will vary with every railway, according to the speed and the other arrangements of that railway; and it is impossible to lay down a general rule. That passenger carriages should as much as possible have buffers, of course, is evident. But the very best carriage that we have on the Great Western, in which we spared neither expense nor contrivance to make it good, has not spring buffers.

626. Will you state why you have not put buffer springs to that carriage?—The advantage of reducing the weight of that carriage, and the general perfection of the carriage, because the arrangement of buffer springs cuts up the frame of the carriage a good deal, and you may make the frame stronger and simpler and lighter by avoiding buffer springs. In that particular case, there were very good elastic hair buffers applied, and it would of course be used with other carriages that had buffer springs. I do not mean to say that a carriage is better without buffer springs than with, but I mean to say that there may be most excellent carriages made without them. You cannot apply a general rule, because on a railway where the stoppages are very frequent, with a great chance of collision, and where the number of carriages in a train is small, there buffer springs would be more desirable; but I do not know how any third party, with anything like justice, can draw a line, and say where buffer springs are to be adopted and where not. There was a recommendation formerly made that buffer springs should be applied, for instance, to all waggons; and that recommendation is referred to in Sir Frederic Smith's reports. By the stroke of a pen, in that manner, an expense of 12,000 *l.* or 15,000 *l.* would be thrown upon the Great Western Company, to do what we who really ought to know best, and who really have great interest in carrying on our trade safely, consider quite useless.

627. There are two questions, the one with reference to passengers, and the other with reference to goods; do you not conceive that buffer springs are an element of safety in the conveyance of passengers?—Unquestionably they are an element of safety.

628. Do

628. Do not you consider that every carriage which is in the habit of carrying passengers ought to be provided with buffer springs?—I do not think it would be wise or safe to make such a law. There are a great number of railways of a small class, where it is a great object to the public that passengers should be carried cheaply, and where if these expensive carriages were forced upon the company, they could not any longer carry them cheaply; and without the buffer springs the passengers have got, at the expense of a penny a mile, an infinitely safer seat than a gentleman that rides upon the box of a stage-coach. I believe it would be much more safe for all the passengers to sit with their backs to the engine, that I think would be more conducive to safety even than buffer springs; it would still more conduce to safety if you applied a cushion at the back; but I would not have a law passed that we are to carry third-class passengers with cushions, and with the seats so arranged as that all the passengers should have their backs to the engine. They are now carried safer than the gentleman who rides on the outside of a stage-coach.

629. Is not it rather a fearful thing that between the 7th of August 1840 and the 25th of January 1841, 29 persons have been killed, and 150 or 160 injured by accidents upon railways?—It is very desirable to avoid such accidents; but I should think it very likely that the same number of people will have been drowned by skating in Hyde Park or St. James's, in the same period.

630. Supposing there were any means by which persons skating in Hyde Park or St. James's Park could be prevented being drowned, if those means cost a little more money, would it be a sufficient answer to say that the adoption of those means would involve a little more expense?—It is a very awkward question to answer; but I will answer it honestly by saying, that in considering the question of safety, it must be regarded as a question of cost also. I know that that answer may be used to my prejudice, or to the prejudice of railway companies; but why does not Government subscribe largely to the Humane Society, and have a much larger force of men upon the Serpentine, or in the Regent's Park? A very little expense would do that; and a very little expense in stage-coaches, and in carriages, and in every other kind of conveyance which is used, would add considerably to the safety; it is all a question of comparative safety. We now carry them a great deal cheaper and safer than they can go by any other conveyance. Compel us to put buffer springs; compel us to put cushions, which I think are more important for safety; compel us to make everybody sit with their backs to the engine, which would halve the number in a carriage, and we should be obliged to do it; but we could not do it at 1 *d.* a mile.

631. Sir *R. Peel.*] In constructing third-class carriages, would a provision that persons should sit with their backs to the engines have the effect of halving the number of persons carried?—Pretty nearly. The space that is necessary to be left for a person to pass in front of others sitting would be the whole space that is now left between the knees and between the seats, just as in the pews of a church. It would be very little more than half the number that would be carried, besides the necessity of weakening the carriage.

632. Sir *John Guest.*] Do not they stand in third-class carriages?—I am not speaking of the stand-ups.

633. Sir *H. Verney.*] Will you state to the Committee why it will be more dangerous for the Government officers to superintend railways in connexion and in co-operation with the railway companies themselves, than for the Government officers to do it alone?—I am not aware that I used the word dangerous, but I said more prejudicial. First of all you are supposing that which I do not consider would exist; if you put such a power as is proposed to be put into the hands of the officers of the Government, you must not flatter yourself that there would be that co-operation on the part of the railway companies that there is now. I should have no hesitation in repeating, that I would endeavour, as far as regards any company in which I am concerned, to do my best to carry out the views which might become the law; but we are but men after all, and it would be hopeless to expect that we should really and warmly co-operate with you in shackling ourselves; it is out of the question; you cannot suppose it. We shall probably, I hope, in a gentlemanly manner answer questions that may be put, and give general information; but as to pointing out the defects in our own railway, we certainly shall not do that, and you would not wish us to point out the defects in our neighbours.

634. Why should it be considered as shackling you; all that the railway companies want is to carry the public in safety; and all that the Committee want is to carry the public in safety; why then should you consider that as shackling you, or

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or as prejudicial to your interests?—I am obliged to say plainly; because we understand very well how to look after the public safety, and the putting a person over us who does not know how to look after the public safety must shackle us. We are much obliged to you for the offer to assist us, but we feel that we know how to do it; we have not only more ability to find out what is necessary than any officer you appoint can have, but I maintain that we have a greater desire to do it; and therefore, when we feel that we can carry on the work safely and well, to put a third person over us, with power to interfere, is shackling us; there is no question about it. Every suggestion that has been made and enforced may be considered good, because it was intended for the public safety; but the fact is, that every one of those, we say, would lessen the public safety, and shackle us very much. There are a number of others besides those I have mentioned, but I am afraid of wearying the Committee by going to a greater length than I have done.

635. Mr. *Easthope.*] Are you able to state that the feeling of alarm and objection, which you have now described, is general among the railway companies, or only partial?—I believe it is quite general; there may be one or two exceptions; but I do believe, with one or two exceptions, the railways, large and small, feel exactly as I have now stated to the Committee.

636. Mr. *Labouchere.*] Do you happen to know which are the railways that have petitioned Parliament against this Bill?—I do not know; but I know this, that I have strongly advised one or two companies that I was connected with not to petition, and therefore I dare say many have not petitioned who still are decidedly opposed to the principle of the Bill.

637. Mr. *Easthope.*] Is that a list of the companies who are actively engaged in this opposition (*a List being shown to the Witness*)?—I believe that is a correct list.

638. Will you have the goodness to read that list?—"The Birmingham and Derby; the Birmingham and Gloucester; the Chester and Birkenhead; the Bristol and Exeter; the Grand Junction; the Great Western; the Eastern Counties; the Midland Counties; the North Union; the London and Brighton; the London and Croydon; the London and Greenwich; the London and South Western; the York and North Midland; the Cheltenham and Great Western; the Lancaster and Preston; the Liverpool and Manchester; the Preston and Wyre." Out of this list there are only three with respect to which I cannot personally answer that their officers are fully convinced that the clause would be very mischievous if it could be brought into operation; but I believe that it would be almost inoperative, because it would be found impossible to apply it.

639. Lord *Granville Somerset.*] Are you aware what the system of regulations is upon each of those railways?—I should find it difficult enough to explain clearly what they are upon my own; I only know them by communication with the parties, by travelling upon the railways, and by general information.

640. Can you state whether, generally speaking, they are the same upon those railways as upon the Great Western?—The general principle is the same.

641. Are the general regulations the same?—No, I should think there are not two railways where they are the same.

642. Is the same system followed with reference to the engines upon the Great Western and upon the London and Birmingham?—No, very different.

643. Is there a variation, again, in the system with regard to engines upon the other railways?—Yes, they all differ, but perhaps none so widely as the Great Western and the Birmingham.

644. The Birmingham and the Great Western are the two extremes?—I should think, almost.

645. You are strongly of opinion that the system you pursue upon the Great Western is by far the best?—I think so, of course.

646. And the London and Birmingham have an equally strong opinion as to the excellence of their system?—I presume so.

647. You go upon the principle of having very powerful engines, and fewer of them; and they have their engines smaller, and a greater number of them?—Yes.

648. Sir *Robert Peel.*] Is it not possible that the difference in the width of the rails may account for the difference in the power of the engines employed?—It is connected with it, of course; but there are upon the North Midland as powerful engines as upon the Great Western.

649. Mr. *Labouchere.*] With narrow rails?—Yes.

650. Mr. *Easthope.*] By having a wider fire box, they can have greater power?—Yes,

—Yes, it is easier to have a powerful engine upon a wide rail than upon a narrow one.

651. Lord *Granville Somerset.*] With reference to the amount of luggage which one engine or which one train ought to carry, must not that be materially affected by a difference in the size of the engines?—Decidedly; but at the same time, on the London and Birmingham, they have a few engines which have the same power as some of our most powerful ones.

652. But the greater number of yours are powerful ones, and the greater number of theirs are smaller ones?—Yes.

653. There is also a difference between you as to the wheels?—Yes.

654. You adopt six wheels almost universally; and, on the other hand, they adopt four wheels?—Yes, almost universally.

655. The exception in the one case is four wheels, and in the other it is six wheels?—Yes.

656. Do you know whether there is a great variety of opinion on other railways as to the four and six wheels?—I believe very great.

657. Is there a chance of bringing the advantages and disadvantages of the two systems to anything like a test by any experiments?—Not any actual experiments, I think; I think experience will gradually show that perhaps neither the one nor the other is the best.

658. Can the system of six-wheeled carriages be carried out in the same manner as the system of four-wheeled carriages in small points of detail?—It involves a totally different arrangement.

659. A difference in gradients also involves different arrangements?—It does.

660. The existence of curves also involves different arrangements?—Yes.

661. And deep cuttings involve different arrangements?—Yes.

662. And deep cuttings, combined with curves, involve different arrangements?—Yes, a very great difference in the character of the railway.

653*. All those differences render it impossible to specify any particular system which ought to be pursued universally?—I think it impossible to define any such system; and if it were defined, it would put a stop to further improvement.

654*. Then you bring your evidence to this point; either that you cannot admit of any supervising authority at all, or else you must leave to that supervising authority great discretion?—I do not know that we are driven to that alternative; I hope not; I think a supervising authority with full discretion is the most mischievous; therefore as in one degree short of that I should consider it less mischievous, bad as it would be; and I would rather have a supervising authority with some restrictions than without any.

655*. Mr. *Labouchere.*] You think the more it is limited the less mischievous it would be?—The less mischievous.

656*. Lord *Granville Somerset.*] What limitation do you think you could place upon the supervising authority, leaving it any power whatever?—It would require a great deal of consideration; it would depend upon what restriction I could get, rather than upon what I could suggest.

657*. There is another element of consideration, which is the amount of the traffic and the length of the line; those must vary the regulations very considerably?—Yes.

658*. You cannot state to the Committee in what way the supervising authority could be restricted, so as to give it any power whatever upon any point connected with the safety of passengers?—If by supervising is meant what I understand by supervision, I think it might be done; and what all the railway companies last year meant by a supervision, namely, a watchful inspection of all that was going on, that would enable any central authority to become a little better informed than they can possibly be at the outset; and at the end, perhaps, of two or three years, when matters are a little more settled in the railways themselves, as well as information better obtained, then some legislation, if found necessary (which I doubt), might be properly drawn up. And such a supervision as would be for the collection of facts, and for the suggestion to other parties of improvements which were found to answer in one railway, might be an innocent arrangement: but that is all.

659*. You have no objection to supervision, but you have a great objection to a supervising authority?—Most decidedly; simply because I believe that authority cannot act judiciously.

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660*. Lord *Sandon.*] You believe that a mere suggestion on the part of such an authority, without any power to enforce, would of itself be a powerful means of correcting anything wrong?—I believe so; and I am sure that the evidence of Sir Frederic Smith ought to have proved that. He states, unhesitatingly, that he has met everywhere with the fullest wish to give him information, and with the greatest readiness to adopt suggestions.

661*. Mr. *Labouchere.*] Are you aware of the case of a railway company, after an officer of the Board of Trade had distinctly reported that the railway could not be opened for the conveyance of passengers upon it on a certain day, without danger to the public, having, notwithstanding that opinion, opened the railway?—I am aware of the circumstance; I am not connected with the railway, and therefore I can only suppose what most likely was the case; I think it was very unwise of them; they had better have conceded the thing as matter of policy than have done it; but as regards the public safety, I believe they were more competent to form an opinion upon it than the officer who went down on that occasion. I do not believe that there was likely to be any great danger arising from that circumstance, of early opening; for this reason, that then the attention of all parties is drawn to it. At that time everybody is on the alert, and every precaution is taken. It is not on the first opening of a railway, however unfinished even the works may be, that there is any great probability of accident; it is after parties begin to get a little easier, and after numerous trains are running, and other circumstances combine to increase the chances of accidents, that they are more likely to ensue. In that case I think it was unwise in them, but no accident occurred in consequence.

662*. Was not there rather an unpleasant occurrence upon the London and Birmingham Railway when it first opened?—Yes, but it might have happened just as well to-day.

663. Lord *Sandon.*] Was not that occurrence one not at all connected with the newness of the line, but simply with the circumstance that the breaksman was not sufficiently acquainted by practice with the velocity which would be acquired in going down an incline, and therefore did not apply the break so early as it ought to have been done?—Yes.

664. If it were thought desirable that this power should be taken on the part of the Board of Trade to prohibit the opening of a line in the first instance, if they thought there was any danger to the public, should you consider that power innocuous?—I should consider it comparatively innocuous, but I should not think it would do much good.

665. It would not hamper the operations of the company afterwards?—No; but I think an officer placed in such a predicament would be apt to throw away 20,000 *l.* or 30,000 *l.* of the company's money without any regard; and that with one-tenth of that sum of money you might have had the line, during that three or four weeks, working a great deal more safely, by an increased number of attendants, and by a diminished number of trains. For instance, with regard to the future opening of the Great Western Railway, which, I trust, will take place before this Bill can be passed into an Act, if you were to delay the opening of that railway for a week, I suppose it would be 8,000 *l.* or 10,000 *l.* out of our pockets, and that, perhaps, merely because some officer thought it would be dangerous; whereas I can assure him, if it were my interest to let out all the secrets that are behind, people frequently run much greater danger long after the opening, when they are not aware of it; whereas here we should be aware of it; and we are all taking precautions. You are not running nearly so much risk as you are the first time that a line of stage-coaches is put upon a new line of road, where they do not know all the corners.

666. Can you state the expense which accrues to a railway company by any of these accidents, so as to show what is the liability which the company incurs by a collision?—It is very large; one of our first-class carriages will cost complete, perhaps 800 *l.*

667. Sir *Robert Peel.*] Is not there a material difference between a power to prohibit a certain thing in the case of a particular railway upon a specific allegation of danger, and a discretionary authority to make regulations for the whole of the railways?—Very great difference, of course.

668. It might be politic to give power to the Board of Trade to prevent such a particular fact as the opening of a railway until it shall be considered safe, as is provided under the sixth clause of the Bill, and it will not follow that it would be

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safe to trust any Government department with a general authority to make regulations?—Decidedly.

669. Should you object to such a power as that?—On principle I should say that it is bad; of course, if it is forced upon us, we must put up with it.

670. Mr. *Easthope.*] Should you object to the power contained in the sixth clause?—Most unquestionably, if I had the power to object.

671. Sir *R. Peel.*] You think the interest of the parties, and their own knowledge and experience, are better securities to the public than any extrinsic control?—Far better; and you must bear in mind that you lessen the security the moment you step in.

672. Sir *James Graham.*] Were you rightly understood to say, that the public being ignorant, but with the knowledge of the companies, great risks were sometimes now run?—I fear that in endeavouring to state plainly my opinions upon the subject, I run considerable risk of being misunderstood. I certainly never meant that we were secretly running the public into great danger; I said, that of course there will be constantly subjects of difficulty, and possibly subjects of danger, which we know of, and which we are doing our best to prevent, but which Sir Frederic Smith or any other public officer could not see: just the same as I, standing on the top of a house, may know, as you pass under, that I nearly let fall something upon you; but I am not therefore intentionally causing you to run risks which I could prevent. What I meant to say was this, that with respect to the danger of opening a line early, although you may prevent that, you do not prevent the real occasions of danger, because there are much greater dangers frequently run in the ordinary course of business which we know, and which we do our best to prevent, but which the public could not know. Here there was a thing that struck everybody's eye: "Oh, the railway is new; it is dangerous to run upon it, therefore we will prevent it." I say that we can prevent danger at that time, because it is well foreseen, and there is no necessity for interfering; that is all I meant to say.

673. Occasionally an embankment slips or a bridge fails more or less; the company are cognizant of it and the public are not; do not trains continue to run notwithstanding that imminent risk?—No, not with any knowledge of mine; of course I cannot answer for others.

674. Mr. *Labouchere.*] Is not the great pecuniary interest which a company has to open a railway as soon as possible, a cause which may possibly lead to railways being opened in a state in which it is dangerous and improper to use them?—It might do so; I think experience has shown that it has not been the case, and therefore it cannot be necessary to prevent it.

675. Lord *Sandon.*] Have not the company a greater pecuniary interest on the other side, which will operate to induce them not to open before there is every reasonable prospect of safety?—Much greater.

676. Will you state any expenses you have yourselves incurred from accidents?—I was endeavouring to remember one or two. I remember an accident occurring merely upon an experimental train, when experiments were making by other parties, not myself, where the experimental train was run into. I thought the expense had been 2,000*l.*, or somewhere thereabouts; Mr. Saunders thinks that 1,000*l.* was about the amount; but here was a little accident, by which nobody was endangered, occasioned by an engine running into this experimental train and smashing carriages to the amount of 1,000*l.* I was making experiments myself once upon a carriage, when, owing to great neglect on my part, we ran, at the speed of about 30 miles an hour, into another engine, which was coming towards us, and the carriages which were between the two engines were smashed. I suppose there could not have been much short of 600*l.* or 800*l.* lost that morning.

677. Are you aware that on one accident on the Eastern Counties Railway the damage to the company was 10,000*l.*, including the falling off of the fares in consequence of the accident?—I have heard so.

678. Do not those heavy damages which arise to companies, whether through the falling off of trade or through the immediate damage inflicted upon the property of the company, operate as a very strong pecuniary inducement, if none other existed, to constant vigilance against accident?—I think they do; and I believe a great deal stronger than any sense of duty could operate with any public officer, and a great deal stronger than it will operate when you throw the responsibility upon any public officers.

679. Do you believe that the Board of Trade would feel confidence enough to

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enforce as many regulations upon you, which shall be practically useful and applicable to your case, as your own sense of interest and responsibility would induce you to adopt?—Certainly not; if they did they must force such an immense number upon us, that we may as well shut up the railway.

680. Sir *R. Peel.*] Supposing such a discretionary power were given to any department of Government, do not you think that in case of any future accident the railway company would throw the whole blame upon that department?—Unquestionably we shall. It has been stated by Sir Frederic Smith that he believed that the Board of Trade will be skilful enough still to keep the responsibility upon the company: with every respect for the skill of the Board of Trade, I believe that our directors and secretaries will be quite a match for them, and that if the regulations are passed we shall throw the responsibility upon the public officers; we cannot help doing it.

681. Mr. *Labouchere.*] You think it would be impossible for the Board of Trade to frame simple regulations which, while they would not exonerate the railway companies from any part of the responsibility, still would increase their responsibility if the regulations were not complied with?—I think it is not possible; but all those simple regulations have long been thought of by us and applied, and what remains to be done lies much deeper than that superficial class of improvements.

682. Do you feel quite sure that that answer is not applicable only to the Great Western Railway in particular, and other well-managed railways, but that it is of universal application to all railways throughout the kingdom?—I cannot say that, for this reason, that even if I knew them all, I should be sure that the leading railways were better managed than the inferior ones; but still I think those inferior ones are sufficiently well managed to be out of your reach; that is to say, that the regulations they have already established are better adapted to their circumstances than any you will establish for them; particularly as you must generalize, to a certain extent, your regulations; you cannot run the risk of committing gross injustice by legislating in one way for one railway and legislating in a totally different way for another, because when you met the secretary or the engineer of one railway, your officers thought him a stupid fellow, while the engineer of another might know how to state his case better; you must generalise, and from that moment there will be this danger, that, upon ten railways that you legislate for, the rules will be inapplicable to nine of them.

683. Mr. *Easthope.*] Are the Committee to understand that you think that those who have the management of railroads will lessen their care and their anxiety by any voluntary determination of their own, when they know that they are watched by the Board of Trade?—I am quite sure that such must be the case; I feel that it would unavoidably be the case with myself.

684. That you would by intention and voluntarily lessen the exercise of your own care and diligence with a view to the public safety?—I never said "by intention."

685. Do you think that they will, by intention, lessen their care in consequence of their being thus watched over by the Board of Trade?—It is too nice a line for me to draw between that which is intentional, and that which you do although you ought to know it to be wrong.

686. Have you not in your evidence said that which might by mistake be construed to mean that?—I most decidedly do not suppose that amongst the railway interests, any more than amongst the generality of other bodies where respectable men are employed, you will have any intentional neglect or any intentional frustration of the proceedings of the Board of Trade. But, to be honest, I think that even is going very far.

687. Sir *Robert Peel.*] They will not kill people to spite the Board of Trade?—No; but if I have got a dinner engagement which induces me to leave the line that day, and there is an engine-man going upon the engine whom I do not know much about, but who has had his licence given him that day by the Board of Trade, it may make a difference with me whether I shall go to Bristol or whether I shall go very quietly home, trusting that no accident will occur, and knowing that at all events the man has got a licence from the Board of Trade.

688. What you mean is, that a divided responsibility will lessen the security?—Yes.

689. Mr. *Freshfield.*] You would look with less anxiety into every thing, when you knew that the attention of the Board of Trade was drawn to the subject?—Considerably;

siderably; I will mention an instance in the case of the last length of railway that was opened on the Great Western. There was no power on the part of the Board of Trade of course to delay our opening, but Sir Frederic Smith thought, as is shown in the correspondence, that we were not quite ready. I assured him that we could get ready for it. He, with a degree of confidence in myself and in the railway company, which I am afraid he will think is rather ill repaid by my free opinions of his evidence, wrote a report to the Board of Trade, stating that he did not think we were ready; but that as I assured him we could be ready on a certain day, if I wrote to the Board of Trade to state that we were ready, there might be no objection to our opening. What was the consequence? That when the day arrived, I could have taken Sir Frederic Smith down, perhaps not him, but most inspectors, I could have taken them and satisfied them that we were literally ready; but the responsibility was thrown upon me to state positively that we were, and I therefore wrote to the Board of Trade to state, that as Sir Frederic Smith had placed confidence in me to state upon my responsibility that we were ready, I could not do so; and therefore the opening of the whole length was postponed to the next day, to the great inconvenience of the company. On the next day I was able to state that things were literally ready, and the line was opened. But if that had been a question of safety, instead of a question of being literally ready for opening, and if Sir Frederic Smith, instead of throwing the responsibility upon me, had gone and seen it, and thought that it was ready, of course all my anxiety and responsibility upon the subject would have ceased; and I should have trusted to great care in running the line.

690. Sir *Robert Peel.*] Did you not feel that preliminary objection made and doubt stated by Sir Frederic Smith, to add to your responsibility?—Not my responsibility to the public; to the Board of Trade, I did.

691. Mr. *Labouchere.*] Suppose some serious accident had happened, do not you think that the company with whom you are connected would have been visited severely by any court of justice if, after that warning on the part of the Board of Trade, they had opened the railway and an accident had happened?—I think they would, and that is the way in which a suggestion of that sort is more powerful than a positive prohibition.

692. Sir *Harry Verney.*] If there had been no officer of Government, there would have been no suggestion in that case?—Our opening a day sooner would not really have increased the danger; it was only because I was called upon to do certain things which I had not been able to do by that day, but which did not really affect the opening; they formed one or two of a list of things which as a whole were necessary, and which Sir Frederic Smith put down, and went out of town; and I did not feel myself authorized in saying to the Board of Trade, "Those are points which are not necessary, therefore I have opened the line this morning in spite of the understanding with Sir Frederic Smith;" but I was obliged to take it literally, and as they were not literally done, I prevented the running of the trains that morning. The next day they were literally done, and it was opened; but I believe a suggestion of that sort, in a friendly way, is more likely to produce real good than a positive prohibition, because a positive prohibition must have lost us a week or two, and a large sum of money would have been lost; and is it fair to expect, that the next time I should take down Sir Frederic Smith or any other inspector upon a piece of new line and point out to him, as I did upon that occasion, the things which were not finished? Can it be expected that I should do that? Should not I merely take the officer down, let him see all he could, and take my chance of his report?

693. Mr. *Labouchere.*] In your intercourse with the railway department of the Board of Trade, have you found a disposition to exercise the powers already given to them, in a peremptory manner, or have they endeavoured to do it in a conciliatory manner towards the railway companies, so far as you have had means of observation?—I am sorry to have to qualify anything I have to say in praise of the manner in which we have been treated by the officers, but it must be remembered that they have no power at present; at least it is small, and it is not brought into operation.

694. Have not they the power of instituting prosecutions, in case any railway company violates the Act under which it is constituted?—Yes.

695. Is not that a very important power?—It is a most horrible power, I admit.

696. Sir *Harry Verney.*] In the construction of a railway, are the same rails laid

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laid down as will hereafter be used when the railway is used for the conveyance of passengers?—To a certain extent they are, and to a certain extent not. Frequently a certain number of the rails that will be required permanently are used, but in the majority of cases an inferior sort of rail is used.

697. Is the fish-bellied rail generally used?—No; the fish-bellied rails are sometimes used by contractors, from this circumstance, that they may happen to be discarded rails, and they can buy them cheap.

698. Are they dangerous rails to use?—No; the Manchester and Liverpool Railway ran for two or more years upon them without danger; some think they are the best.

699. Mr. *Easthope.*] With regard to the statement that you made about the opening of your line, was it not the fact that Sir Frederic Smith was obliged to go to Scotland shortly before the opening you adverted to just now, and that he explained to you, with a view to your being more careful, the points that he was in doubt about?—That of course was the effect upon me; I do not recollect that he put it in that way to me.

700. And your knowing that he was in doubt about those points, and obliged to be abroad at the time, made you more careful in respect to the opening?—Yes.

701. *Chairman.*] Have you any other grounds of objection to this Bill, which you wish to state?—I have so many that I am afraid I cannot hope to call the attention of the Committee to them. There are some points which have been proposed and suggested by Sir Frederic Smith and others to which I should wish to refer, to show that they are not at all applicable, and cannot be. There is one which I do not think is a suggestion of Sir Frederic Smith's, but it shows the difficulty of making suggestions for us, namely, that the power of the engine should be ascertained by some party in authority, so that the load which those particular engines draw should actually be determined. Now that shows that the party proposing it did not, as of course he could not, know the real working of locomotive engines.

702. Mr. *Labouchere.*] Is this one of the points on which the suggestion made by the inspecting officer has been at all adopted in the Report of the railway department of the Board of Trade?—I do not know that it has yet, nor do I know that it may not be. He is an officer appointed by the Board of Trade, and who, I presume, was instructed to throw out suggestions, and he threw out this suggestion.

703. He is not one of the permanent officers of the Board of Trade?—I do not know; it is Captain Melhuish, at page 46 in the Report on Eastern Counties.

704. Lord *Sandon.*] You do not understand that the discretion of the Board of Trade would be limited to such points as are now recommended by Sir Frederic Smith?—I take for granted that it would not.

705. Mr. *Labouchere.*] Is it fair to anticipate that a suggestion will be adopted by the Board of Trade, if it is in itself unreasonable, merely because it is contained in one of the reports which the different engineer officers who have been sent down to inquire into accidents have made?—I am glad to have an opportunity of answering that question, because I feel that I am placed in a difficult position. I have not the slightest idea that the Board of Trade as at present constituted, of course I cannot answer for what it may be hereafter, but from the little experience I have had, the considerate and kind attention given to me by Mr. Labouchere, and by Sir Frederic Smith, and by Mr. Laing, when I have made any representation to them, would lead me to believe that they would not intentionally enforce anything that would be vexatious, or that would be injurious. I take for granted that they would not, but what I assert is, that they are not, and cannot be competent judges of what is, and what will be useful to the railways; and there are other officers appointed by themselves, and who, for aught I know, may in future be officers of the Board of Trade, who when called upon to make suggestions, show that they have not a correct acquaintance with the working of the line. I have mentioned suggestions of Sir Frederic Smith's, which I think show that he cannot be acquainted with the detailed working. This happens to be one of Captain Melhuish's, whom I have not the pleasure of knowing at all, but he suggests a thing which is perfectly impracticable, and therefore so far is innocent, but which would be most injurious if attempted to be carried out; which is, that you should ascertain the power of the engines, and that the actual load which that engine is to carry, should be fixed by some law. Now

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the fact is this, that if the power of an engine is ascertained to-day when it is in good order, and the maximum is fixed from that, it would be three or four times what that engine can ever carry in practice; therefore you must either fix a maximum load which is beyond reason, or you must fix it below the average running of a train; because the point where an engine fails is not that the engine is overloaded if it is in good order; but that it happens to start with perhaps an average load; it gets out of order, and then it is unfit to drag that train. Therefore if you class your engines, as in Lloyd's List a ship may be classed, and put that load to it, it will be absurd in practice. The next point is one which I believe may be taken as a positive recommendation. The first part of it is very good as a general rule, when we are left to our discretion as to when it is to be applied; but if it is attempted to be followed in every case, it could not be done, namely, "That all trains employed in the public traffic, whether of passengers or goods, shall be worked by time-tables, properly constructed with reference to the gradients, &c. of the line, and specifying the time of arrival and departure at each station." Now that appears a very desirable thing; but upon a railway of large traffic there will be so many exceptions to the rule, that the rule would become useless. The evidence of Mr. Booth, which is much better of course than mine upon that point, has, I hope, convinced the Committee that such is the case upon the Manchester and Liverpool; that the variation in the number of their goods trains, according to circumstances is so great, that they cannot prepare beforehand a time-table for the special trains sent out; that the number of exceptions becomes so great, that it is safer not to have a rule, as applied to that particular class of trains, than to have it, because it would be broken through so often, that the rule would be neglected, and it is safer that they should be always on the look-out for those trains than that there should be such a multiplicity of rules which would be broken every day. The next is a most prominent one, which has been discussed a good deal, which is the Fifteen Minutes' Clause. Now, that is perfectly impossible to apply, and I am afraid it must only be taken upon our assertion that it is impossible. There is no difficulty in saying that all the trains starting from London or from Bristol should be at fifteen minutes' intervals, but that we shall do without that regulation. It would be too close to be convenient. Therefore, if the regulation is to be of any use, it must apply to intermediate stations. There is no great fear of accidents just after starting from the main station. It is at the intermediate stations that the rule must be applied to be of any use. Now we have short trains from Reading and from Slough, coming to Paddington at various times of the day, and we have long trains coming in from Bristol. To say that we must make our time-table so that there shall be 15 minutes interval, would be of very little use, because we should be driven to make time-tables that would obey the law; but practically the trains could not come in punctually to them. We could not, by any arrangement, secure a train coming all the way up from Bristol, coming to Slough, either 15 minutes after or 15 minutes before a Slough train. And if its proper time happened to be 15 minutes before the Slough train, and it was late, it would not do for the Slough train to be stopped for 15 minutes, because that would throw the whole system into disarrangement; the Slough train must start at its proper time. If the Bristol train, which ought to have been up 15 minutes before, came up just as the Slough train was starting, then, according to this regulation, it must stop 15 minutes more; and the consequence would be, that it would be half an hour beyond its proper time, and the chances are that that would interfere with the next train coming up, and that again with the next one. It would not be difficult to pick out from the time-table of the Great Western, cases in which the following these instructions would throw the whole line into confusion, and produce ten chances of collision instead of one which you suppose to exist from the first train coming too close upon the other.

706. Is not the mention of 15 minutes in the 11th clause merely in the way of a restriction and limitation upon the Board of Trade, to prevent them from interfering with the time of the starting of trains beyond that limit, and not in the way of obliging them, in instances where the rule shall be inapplicable, to force too long an interval?—No; in the Bill it is so worded, and I think we may almost state this as another reason for fear on our part; in the Bill it is only discretionary, and therefore it might be said that while the limit is 15 minutes, the average perhaps would only be five or six. But what is the recommendation? The recommendation of Sir Frederic Smith is positive, "That in the construction

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of these time-tables it should be a general rule that no train is to start within less than 15 minutes of another, or to succeed another upon any part of the line at an interval of less than 15 minutes."

707. Sir *James Graham.*] Your objection, if well founded, would apply to any fixed time as much as to 15 minutes?—Yes, to any fixed time which public officers are likely to fix; we, for our interest, and for the sake of avoiding confusion and avoiding risks, and looking at the difficulties of the case, make the intervals, at different parts of the day, greater or less; we know best how to make them; our interest is far stronger than yours in making them wide, but to carry out that proviso is impossible.

708. Lord *Sandon.*] You vary your time-tables at different times with the changing circumstances of the different trains?—Yes.

709. Mr. *Labouchere.*] As a general rule, have you any interval of less than 15 minutes?—None; but we must have exceptions.

710. You mentioned what Sir Frederic Smith says about 15 minutes; does not he lay that down as what ought to be a general rule, not an universal rule?—That may be; but if we perceive that these recommendations are founded upon an inadequate knowledge of the details of working a railway, are we not perfectly justified in supposing that when he has the power to pass a law, and not merely making suggestions which are open to us to criticize, but has the power to pass a law, that he would pass these same regulations, or perhaps even more stringent?

711. Do not you suppose that if an interval of 15 minutes were insisted upon in some of the shorter lines of railway, the effect would be to shut up the railway altogether?—Yes.

712. Is not it reasonable, therefore, to suppose that Sir Frederic Smith never could have contemplated the 15 minutes' provision as of universal application?—I did not suppose that he would apply it to short railways, because that is evident to anybody; but upon the face of the suggestion there is a want of sufficient knowledge of the practical working of the system, and therefore a man that makes that suggestion, if he has the power given to him, will probably insist upon regulations which we cannot carry out, or which if carried out, will produce mischief instead of good.

713. Lord *Sandon.*] Is it safer for the public upon a long line, or upon a short line, that the interval shall be short?—The shorter the line the less the interval may be; it may be less on a short line than on a long one. In many of the short lines 15 minutes would be more than enough for the whole journey, and a much greater punctuality can be observed.

714. But supposing that a long interval were not insisted upon, upon a line of great traffic, on account of the public inconvenience that would arise, would the public safety be more secure in such a case than in the other case?—I think the public safety would then be provided for in some other way. If a great degree of traffic involved the necessity of having additional trains, we should then be driven to adopt other precautions; and if you leave us alone, depend upon it we shall discover those precautions a great deal quicker than they can be pointed out to us.

715. Sir *James Graham.*] You have supposed the case of a short train from Slough, and the non-arrival of a long train from Bristol at the expected moment. With a view to that happening, which you think inevitable, what regulations do you propose to make, in order to meet the inconvenience and the danger?—Our present regulations would meet it much better than those which are suggested; our present regulations simply are these, that each train starts at its proper time, and therefore it does as well as it can. If it cannot keep its time, it goes on at the best time it can keep, and on the line there are signals given, which enable it to know whether it is close to another train or not.

716. Suppose this case, that the Slough train starts at the appointed time, and a long train from Bristol arrives within four minutes after the starting of that short train from Slough; under those circumstances, by your existing regulations, what would the Bristol train do?—The Bristol train would have to stop at Slough long enough to take up passengers. In that case the Bristol train could not move under three minutes after the Slough train; and until the signal of 10 minutes ceased to be seen, it would go slower till it got an interval of 10 minutes from the other train; so that there would be an interval of three minutes by actual prevention, and 10 minutes for precaution, and this I maintain is a great deal safer than a longer

a longer interval, and for this reason, that if you attempt to keep up such a long interval as that, of course you must have signals along the line which will tell the train that is coming that the other is within 15 minutes; but if you had signals which should endure for 15 minutes along the line, the consequence would be, as Mr. Booth explained it very clearly, those signals would always be up; they would be up so often, that the engine-men of all the trains would constantly see the signal of danger before them, and it would cease to be a signal of danger. At present we have a positive signal of stoppage for three minutes after a train passes, and for 10 minutes after a train passes we have a signal indicating it. The signal, on pressing occasions, tells the man to stop, but he has not it so constantly before his eyes as to get careless of it. That is a great deal better, in point of time, than the 15 minutes' clause.

717. Practically, is not your existing regulation very nearly a mere substitution of 10 minutes for 15?—No; it is very different. In the first place, it is three minutes instead of 15; and in the next place, it is a general regulation of ours, which, under certain circumstances, we can modify; which makes all the difference in the world, instead of a law which we could not modify if the public safety required it. It is very different from having a regulation which we think it desirable to make, but which, on occasion, we can modify.

718. Mr. *Labouchere.*] Supposing the Board of Trade, instead of laying down regulations of that kind, and enforcing them upon all railways, were simply to require that there should be regulations upon this point, leaving it to the discretion of each railway company to make those regulations in such a manner as they thought best applicable to the circumstances of the case, would not that be a useful exercise of a general controlling power on the part of the Board of Trade?—It is such a very small controlling power, that whether it existed or not, I should not care much about it.

719. Are you confident that regulations of this kind are enforced and are observed upon all railways?—To some extent they are; not of course upon a railway where there are four or five trains a day, to any thing like the extent to which they are upon others where there are 20 each way; it will all depend upon the degree of traffic and upon the general objects to which the particular railway is devoted; but I am not aware of any railway in England, that is worth calling a railway, which has not regulations which the managers of that concern thought were well adapted to the object.

720. Sir *James Graham.*] You do not believe that there is any railway in Great Britain carrying passengers in which there is not some regulation with reference to the interval between the trains?—I think it is very likely that there may be; and for this reason: if there were a branch railway of four or five miles long, which had five trains a day, and the hours were fixed when those trains passed, it would be certainly very useless for them to pass a law that the trains should not be within half an hour of each other; of course, in that case you would find no regulation against it, because the occasion does not require it, because there are only five departures in a day.

721. Mr. *Labouchere.*] Have you looked at the list of accidents which have taken place lately upon different railways?—I have.

722. Have you examined the causes of those accidents?—I have.

723. Are you prepared to say that in some of those instances the want of proper regulations was not the cause of those accidents?—It was; the list furnished a number of the circumstances which led to the accidents.

724. Had those regulations existed, perhaps the accidents would not have occurred?—Perhaps they would not: but another time you will have another combination of circumstances which will produce it. I am not aware of any railway upon which the regulations are so bad as to lead to accidents. After every accident we have, partly to satisfy our own feelings, modified some regulation or made a new one; but I believe it is rather to satisfy our own minds than as productive of any general good.

725. Have you observed, that in the report of the railway department, it is stated, that "out of 35 railway accidents which have occurred in the course of five months, 21 are attributable, among other causes, to defective arrangements"?—I quite agree with that, but then I agree with it perhaps with a different meaning from those who state that; I say it is defective arrangement, because there are a multitude of little imperfections in all the details.

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726. Lord *Sandon.*] Do you believe that the defective arrangements are of such a nature that the Board of Trade would have prevented them?—No; they would never have dreamed of them at the Board of Trade.

727. Lord *Granville Somerset.*] You think there must be either a very excellent code of signals, accurately observed, or else a considerable space of time between the departure of the trains, to ensure the safety of passengers?—I think either one of those two is desirable; on the Manchester and Liverpool, they have a very quick succession of trains. I do not think their signals are so complicated as ours on the Great Western, nor so numerous in their parts; but I think it is very likely, when you arrive at a great extent of traffic, the quantity of signaling ought then to begin to diminish instead of increase, and that you must depend more upon the actual looking out, and the feeling that every engine driver has, that he is running the line with a number of others, and that he must look out, rather than to trust to a complication of signals. I think the regulation of trains and signals must vary with every railway.

728. Mr. *Labouchere.*] Are you aware whether a system of signals at all upon your principle is adopted, either upon the South Western, or the London and Birmingham, or the Grand Junction?—On both of those I believe they have a signal indicating that a train is a short time ahead, but I cannot keep myself up to a knowledge of the daily changes that take place. With respect to signals, a few weeks back Sir Frederic Smith did us the honour to approve of our signals, and to say they were very good, and particularly referred to the lamps in our carriages; since then all those have been rejected as bad. We thought them very good, and they were very good at the time; and if Sir Frederic Smith goes along our line now, he will see totally different signals everywhere along the line, very much improved in construction. The great principle of red and green and white, and so on, is much the same, but as to the particular code and the mode of signalling it is very much improved. And with respect to our lamps which Sir Frederic Smith thought well of, we actually now consider those lamps invisible, and we have an entirely new set of lamps making for the carriages.

729. This change has been a very costly one to you?—It has been costly.

730. Supposing the great improvement that you have discovered, and which you make use of upon the Great Western, not to be generally adopted, because it is a costly change, do not you think there should be some public department to give an intimation to parties that they should adopt equally good signals to those which you now use, and that they should not be deterred by the expense?—I think that regulation would be most mischievous, and the circumstance I have mentioned I think proves it. If, at the time when Sir Frederic Smith went along our line, when he thought our signals very good, and when I thought them so too, if he had required the Birmingham Railway to adopt them, then they would have been incurring an expense of some thousands of pounds; and just about the time that I was introducing further improvements in our signals and lamps, they would have had theirs in use, and you would have had to call upon them next day to adopt ours.

731. Do you conceive that the signals which Sir Frederic Smith approved of some months ago were superior to those in use upon other lines?—I think they were rather better

732. If those other lines have not adopted those signals even at the present moment, those other lines still have signals of an inferior character?—Probably they have; but they will get ahead of us in the next start, and then we shall get ahead of them. We are all striving to arrive at perfection; if you, at any moment, lay your hand upon one particular system, and say "that is the best, you shall all adopt that," you are shutting up the road to further improvement.

733. Then are you never to suggest an improvement which has been made upon another line, for fear the improvement upon that line should be improved upon hereafter?—No; suggest improvements, and they will come and look at ours, and make something a great deal better; but if you force them to adopt ours you will have a very different result.

734. Sir *James Graham.*] Has the progress of experience, combined with science, led to a sure mode of stopping trains, at a high speed, more rapidly?—They are stopped better than they used to be, but they will be stopped better still. Upon that point, I am afraid the Committee will hardly listen to half what I have to say; but with respect to breaks, I believe there is not a more mistaken idea than that of compelling one railway company to adopt the improvements of another.

another. It is suggested that every carriage, or most of the carriages, should have breaks. Now on the Great Western we have few breaks; nobody, I believe, will accuse our company of stinting for some paltry saving that which we thought advantageous; but, on the Great Western, we have no breaks to our first-class carriages; we have a certain number to the second class, and those to the second class I hold myself to be tolerably useless.

735. Lord *Granville Somerset.*] Have not you drags upon the carriage trucks? —But they are of no use upon the line. If you were to pass a law to require it, there would be breaks, but the question is whether they would break. With respect to breaks we have to the carriage trucks, they are useful only in shifting the trucks about in the stations; they were originally meant, I admit, to be blocks upon the line. A carriage truck is not a thing heavy enough to be worth breaking, the resistance would not be worth having, and therefore the breaks that we now have for carriage trucks are of no other use than to move about in the stations. We have no breaks upon our first-class carriages, we have a great many upon the second-class carriages, but upon our line, as we aim at great speed, our engines are heavier in proportion to the loads drawn, than upon those lines where they go slower. We have six wheels also to our engines, and six to our tenders; the consequence is, that I am sure the best means of safety in a train would be to leave the command of breaking the train entirely in the hands of the engine-man, with his engine and tender. Where a break applied to it would be really effectual, we have breaks now to our tenders, which can lock the wheels completely. I think it possible that we shall hereafter have breaks to the engine wheels. If that could be done, we should have a much more effectual break to our train, and much more under command than if we left it in the hands of two or three sub-guards scattered along the train. If we apply the break entirely to the engine and tender in that way, we shall improve the safety of the train; but it is proposed to compel us to apply breaks to all the carriages at an expense of 10,000*l.* or 15,000*l.* It is not the expense that would deter us for a moment, but that would of course prevent me continuing any improvements that I am endeavouring to effect upon the tender and engine, because of course, if we are compelled to have breaks and extra guards to a train, we shall not trouble ourselves about endeavouring to effect it in another way. Of course if the rule were made, it must be general, and must apply to us. Then I believe it would diminish the safety upon our line, instead of increasing it.

736. If you diminish your reliance upon signals when extra trains are required, and rely upon the look-out, running the trains pretty close to each other, does not your safety then depend upon being able to stop the speed?—And therefore I am aiming at the best possible way of effecting the breaks; but you step in and say that you know a better way, and that I must follow that.

737. You are confident that with a view to the public safety, in the circumstances you have described, of signals being very much laid aside, the breaks recommended would not be effectual?—They would, in our particular case, be worse than not effectual, they would be mischievous.

738. That is a recommendation which is made by the officers of the Board of Trade?—It is one of the numerous things which are thrown out.

739. Sir *Harry Verney.*] Why should the Government officer necessarily require you to employ breaks? Why should not he be convinced by you that you were taking the most effectual way to diminish the danger, and leave it in your hands?—Then I do not see what is the use of the Government officer.

740. Then your opinion is that such a power could not advantageously be vested in the Government?—It could not advantageously; and I believe it would produce mischief. A maximum speed is also thrown out, with respect to passenger trains. Now I will be very short upon this point; but there again I do not think it possible that they can to-day determine a maximum speed which shall do for to-morrow; I do not think it possible that they can determine such a maximum speed, without fixing it so high that it shall be useless; because the Committee may perhaps smile when I say that, on the Great Western, you must fix it at 50 miles an hour. People will laugh, and say that that is an absurd regulation. You may as well leave it out altogether. It is a very nice point to say whether we are going 50 or 60 miles, and to fix it at 50 is tantamount to saying that there is no maximum speed.

741. Sir *James Graham.*] What speed have you ever gone?—I am not aware of having gone more than 62 or 63 miles an hour.

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742. Mr. *Labouchere.*] That was under special circumstances?—Yes.

743. Have you no maximum rate of speed under ordinary circumstances, which is enjoined upon your engine-men?—Not fixed in mileage; they are bound to depart and arrive at certain times at the stations, and they are bound not to exceed the speed necessary for doing that; but as for actual mileage, it would be talking in a language which they could not understand, because it requires certain habits of observing.

744. Is there no restriction put upon them with regard to the rate of speed?—Simply this, that they are not to go at a greater speed than necessary to arrive at the stations at the proper time. The stations are only four or five miles apart. Thus we arrive at the end you aim at by a practicable mode. You would arrive at it by a mode which would be impracticable; you would talk to the engine-men of not exceeding 40 or 50 miles an hour; that to them is imaginary language; they have not the habits necessary to it. If you tell them that they are to start at Slough and arrive at Maidenhead at a certain time, and that they are not to go unnecessarily quick to do that, then that is a practical rule; and that is just the difference between the way that we take to arrive at safety, and that which a stranger would take. To fix a maximum speed, you must fix it so high that it would be admitting that we are to run at enormous speeds. In August last I wanted to ascertain the quantity of delay in entering our stations at Slough and elsewhere, and in the course of the month I had accurate observations of the trains, and I will mention the results. The result was, that the average speed of passenger trains in and out of London, including stoppages, was about 28½ miles an hour; the average speed, exclusive of stoppages, was 30 and 31; the average speed, exclusive of the delay in getting up the speed at each station, was about 34, 35, 37, and even 40; while the maximum speed varies from 45 to 46, 48, and even 50 miles an hour; that was the actual running of the trains in August last. Therefore if we are to keep the time which we now keep, you must fix 50, or some absurd maximum of that sort as the maximum speed, and that would be telling us, in other words, that we may drive furiously.

745. Sir *James Graham.*] Then practically, upon certain parts of the line, the speed of 50 miles an hour is touched?—Every day.

746. Of course, consistently with safety, the speed upon different parts of the line will vary with the difference of gradients and curves?—Yes.

747. Practically, then, you touch 50 miles an hour now?—Yes; those are the average results of the observations.

748. And therefore, to continue your working at the present rate imposed, you must be permitted to go occasionally 50 miles an hour?—Yes; and yet I admit that that would be too large a margin to legalize. That is to say, if we run 48 constantly on many parts of the line, I think to legalize that would be unwise, at all events, this year.

749. Lord *Sandon.*] May it not be desirable, for the purposes of safety, sometimes to accelerate the speed beyond what would be usually desirable?—Very desirable. When a train happens to be late at a station, the conductor, knowing the state of things, may think it proper to go quicker.

750. Sir *James Graham.*] Independently of accident, is not, upon a perfectly straight level, the same degree of speed safe which would be very dangerous upon a slight curve?—Decidedly. Upon the line between Twyford and Maidenhead we have seven miles of straight line in cutting, and there, invariably, I observe that the speed run up to is 45, 46, 47, 48, 49, and 50.

751. Then you maintain your average speed by going fast there, and then slackening upon other parts of the line where there are curves?—That would, perhaps, be effecting more systematic caution than is really followed, because we have no curves between here and Wootton Basset, which requires that reduction of speed; but a curve does reduce the speed, and so does a gradient, and every circumstance that requires a little precaution has the same effect to restore it.

752. In lines where there are curves, such a course ought to be adopted?—It ought, but it would be impossible to make a general rule for it.

753. Lord *Sandon.*] Do not you conceive that the exercise of proper discretion, with a view to the public convenience and public safety which is necessary to be reposed in the conductors of engines, would be much fettered if they felt that they were responsible to the Board of Trade, as well as to their own employers, and that therefore they would be less at liberty to consult either the public convenience or the public safety?—I think any double responsibility of that sort is very injurious,

rious, and it would have these serious consequences: with the best intentions on the part of the leading officers, the necessary consequence would be this, that the Board of Trade might, under those circumstances, assume the power which at present rests solely with the directors as to the control of their servants. At present, if a servant does anything which we consider injurious, the directors and leading officers are all desirous of sifting it, and ascertaining everything which really did lead to the mischief which would justify punishment. If we are liable to have the examination again carried on by a supervising authority (and I believe most of the examinations into accidents have produced mischief in this way), we of course being mixed up a little in the faults of our servants, it is not natural to suppose that we shall exert the same scrutinizing power in sifting out and tracing the fault to the right man, when we ourselves shall be exposed to blame for it. I am quite sure that there will not be the same facility for tracing out the causes of any accident, or the same constant desire on the part of the company to punish their servants, when they feel that the punishment of a servant is an admission that they are to blame.

754. Mr. *Labouchere.*] Your objection goes not only to giving the Board of Trade any power of positive interference, but even any power of examining, on behalf of the public, into the causes of railway accidents?—No, I would not refuse that power; but, looking at it as a balance of evils, I think the advantage to the public will not balance the disadvantage.

755. Sir *James Graham.*] You object to the power of appealing to the law at the public expense against a very strong company?—It sounds very well, but I do not believe in practice it would be good, and I think it is very bad in principle.

756. Mr. *Labouchere.*] In a former answer did not you designate it as a horrible power?—I think it is a horrible power in principle.

757. Sir *James Graham.*] Would not a power of supervision, without a power of appealing to the law, be very ineffectual?—I think not, because this power to appeal to the law is made perfectly general; they may step in and prosecute on the part of an individual whose proper remedy is by the common course of proceeding against the company; the Board of Trade have that which we were not aware of, but I believe they have the power, and they are compelled to interfere in what we consider private matters; now I believe that will be very mischievous, but we seem to be very weak, and we must yield to any law which Parliament chooses to pass.

758. The company being very strong in purse and an individual weak, his want of means is supplied by the public?—There is not a greater mistake than to suppose that the companies are strong because they are rich, and that individuals are weak because they are poor. I admit the companies are rich, but what is the consequence of that? that we are excellent milch cows for every body to milk at, and there are plenty of professional men who are ready to undertake the cause of any man who has a rich opponent: the consequence is that for one just prosecution brought against us, we have 99 brought only for the sake of milking us.

759. Have you had to pay a great deal?—We have had to bribe off a great deal.

760. To buy off prosecutions?—We have had to pay a very great deal to people who had no pretence for a prosecution.

761. You have had to pay largely in this way?—Unquestionably.

762. *Chairman.*] You were understood to say that after the subject of breaks, you wished to mention some others?—With respect to the ten minutes' signal, I think Mr. Booth gave his evidence very clearly, that the holding a signal up for ten minutes would be likely to produce very considerable mischief. There is another regulation suggested, and which therefore I presume is to be acted upon; it is that an engine driver shall be able to read his instructions. Now I dare say that appears to a great many gentlemen a very essential thing; but not only do I maintain that it is not essential, but I maintain that the mere laying down that rule as a rule, is a proof that the party suggesting it is not acquainted with the class of men we are dealing with, and that we must deal with, as engine drivers. I should have thought too, that Sir Frederic Smith's knowledge of the world and of military life, of privates, would have told him that the class of men who must be employed as workmen, are not a class of men who learn their instructions by reading, even if they can read; their knowledge is obtained entirely orally. A man of that class has not obtained, as we have, the power of reading and remembering what he reads. Those sort of men

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men will read and derive a little amusement from what they read, but they have not obtained the power of learning things by reading, they learn orally entirely. As to the instructions, it is true we print them, and it is true we make them read them, and we make them sign them, partly to ensure their having an opportunity to see them, but very much to satisfy the public mind when an accident has occurred; but I do not believe the men obtain the slightest knowledge of their instructions by reading; they may read them through and get up with the printed letters in their eyes, but as to obtaining information from it, they do not; they obtain their information orally; and whether a man can read his instructions or not, does not at all affect the question of his being a good engineer or not. Our very best man on the Great Western Railway, the very best engine driver we ever had; a very superior man, who is now foreman of our engineers at Reading, a man whom I trust better than anybody I have got on the line, can neither read nor write, and yet he issues instructions, and he has a clerk who writes written orders; and it would be a serious mischief if any regulation of the Legislature should deprive us of him, and of a number of others that we have. I am not one to sneer at education, but I would not give sixpence in hiring an engine man, because of his knowing how to read or write. I believe that of the two, the non-reading man is the best, and for this reason: I defy Sir Frederic Smith, or any person who has general information, and is in the habit of reading, to drive an engine. If you are going five or six miles without anything to attract attention, depend upon it you will begin thinking of something else. It is impossible that a man that indulges in reading, should make a good engine-driver; it requires a species of machine, an intelligent man, an honest man, a sober man, a steady man; but I would much rather not have a thinking man. I never dare drive an engine, although I always go upon the engine; because if I go upon a bit of the line without anything to attract my attention, I begin thinking of something else.

763. Lord *Sandon*.] What is the duty of the engine-man?—It is the simplest possible thing; he must first of all have a good constitution, and be able to stand rough weather; in fact, a gentleman cannot be an engine driver, or any man who can earn a livelihood in any quiet, comfortable way; he must know something of machinery.

764. To what extent?—To a very small extent; of course he must know the parts of a locomotive engine, and he must be something of a workman, although the fine workmen rarely make good engine-drivers; he must be a sober man, and have all those qualities which are included in the general term of "steady;" I hardly know how to define them; but he must be accustomed to follow orders, not desirous of infringing them; not reckless, and be what is commonly understood by "a steady man."

765. Ought he to be possessed of such a knowledge of the machinery as will enable him, if anything goes wrong, to know where the mischief is seated?—That is such a very low class of knowledge of the machinery, that I can hardly call it knowledge; a mechanic learns that in a fortnight or three weeks.

766. Sir *James Graham*.] Do you contemplate having a man at the break which you hope to attach to the engine?—Yes.

767. Then it must be a man of presence of mind?—Not what is commonly called presence of mind, because I would a great deal rather that he should always do just what is necessary, than that he should exercise his own discretion under different circumstances. The presence of mind necessary when a man is running along a line and sees a truck ahead, to turn round and put the break on, is very small; a mere quiet, steady man will be able to do that; he must be actually deficient to be unable to do that.

768. On short lines, with frequent trains, and signals being discontinued, and the look-out and the use of the break being everything, would not the safety of the whole train depend upon this one man?—This one man and his stoker.

769. You would not divide the authority between the engine-man and the stoker?—No; his business is to give directions to the stoker; but the stoker, if he sees anything ahead, does at once put his hand upon the break.

770. In short lines, under the circumstances mentioned, the safety of the whole train would depend upon the conduct of the engine-man?—Yes.

Mercurii, 24° die Martii, 1841.

MEMBERS PRESENT.

Mr. Henry Baring.	Mr. Labouchere.
Mr. Freshfield.	Mr. Loch.
Sir James Graham.	Lord Seymour.
Mr. Greene.	Lord Granville Somerset.

LORD SEYMOUR IN THE CHAIR.

Isambard Kingdom Brunel, Esq. called in; and further Examined.

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772–783. *Chairman.*] FROM the general tenor of your evidence on your last examination, it appears that you objected to the discretionary power proposed to be given to the Board of Trade, upon two grounds; that it would be injurious to the management of the company, and that it would be detrimental to the interests of the public, by dividing the responsibility between the company and the Board of Trade?—With respect to the responsibility I may, in answer to some question, have expressed an opinion upon the subject, but I certainly did not intend to do so, because it was a point upon which I felt very strongly, and which I did not think I had on that day an opportunity of going into. I may accidentally have given an answer upon the question of responsibility, but all that I meant to volunteer in the shape of evidence upon the former day was to this extent, that neither the Board of Trade nor any officers that they can appoint, can possibly acquire the necessary information to be competent to make general regulations for the railway companies.

784. Mr. *Labouchere.*] You stated that, in your opinion, the public safety would not be at all promoted by enforcing any general code of regulations upon a few leading points upon all railways?—No; because it was impossible for any one party to make regulations which could apply generally to all railways.

785. Were you present at a conference of the principal railways held at Birmingham on the 19th of January?—I was.

786. Did you concur in the proceedings of that conference?—I concurred in the proceedings, certainly, as being present.

787. Did not that conference issue a model code of regulations, and pass a resolution strongly recommending their general adoption?—I think not. My recollection is this; a meeting was called, and a great number of railway companies attended, but a great number certainly thought that even that meeting could lead to no good.

788. Was not a committee of management appointed?—Yes, but that was at a totally different meeting. At that meeting of the delegates in the room at Birmingham, a written paper on the regulations of the Manchester and Liverpool Railway, and some observations drawn up by some gentleman (I forget who now) in the north, was read at the meeting, but that was all. Certain resolutions were then proposed and were carried, which resolutions I believe have been published.

789. You do not happen to have a copy of those resolutions with you?—No, I have never seen them since.

790. Were those resolutions adopted by the meeting?—They were passed, certainly, but there were very strong opinions expressed even against those.

791. Did any division take place?—I do not think there was a division.

792. Were those resolutions published?—The resolutions were circulated in print afterwards by the honorary secretary appointed by the meeting, to the different companies who had attended, and of course they got into the papers.

793. Were they signed by the secretary?—I take for granted they were.

794. Then if that is the case, surely those resolutions may be said to have spoken the sense of the majority of the meeting?—Yes, inasmuch as they were passed at the meeting.

795. Have the goodness to look at this copy of the resolutions passed at the railway conference at Birmingham, on the 11th of January 1841. Is that a correct copy?—I believe so.

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[*The same was delivered in and read, as follows :*]

RAILWAY CONFERENCE at *Birmingham*, 19 January 1841.

THE parties present were the representatives of considerably above 50,000,000 *l.* of capital.

It was resolved,

1. That in consequence of the public anxiety occasioned by the accidents which have taken place on various railways, the companies here represented, in order to profit by the combined experience of the principal lines, have deemed it expedient that a general conference should be held, for the purpose of taking into consideration the causes and circumstances of such accidents, and the means that may be desirable of more effectually guarding against their occurrence for the future.

2. That this meeting acknowledges the grave responsibility which attaches to railway directors, and the obligations under which they lie to adopt all judicious and practicable expedients for ensuring the general accommodation, comfort, and safety of the passengers entrusted to their charge; that under a strong impression of this responsibility, they have assembled on this occasion, and have pursued their deliberations at the present conference.

3. That this meeting, while it deeply regrets the accidents which have occurred, looks forward with confidence to the beneficial result of unremitting vigilance and habitual caution steadily enforced and established, as the great means of increased safety to railway conveyance; and accordingly they would depreciate any sudden or hasty legislation on the subject, being convinced that the means referred to, aided by such improved arrangement and mechanical adaptations as a more matured experience may suggest, will amply accomplish the desired object.

4. That the moral character and general fitness of engine-men and firemen, as well as of policemen and other servants, in the correct performance of whose duties the public safety is involved, are so essential to the security of railway travelling, that this meeting recommends to all railway companies the strictest examination into these points; and that it should be a rule more generally adopted amongst different managements, not to employ servants having worked on other lines, without authentic and satisfactory testimonials from their former employers.

5. That in case of serious neglect of duty on the part of railway servants, it is desirable more frequently to put in force the penal provisions of Lord Seymour's Act, in order that the strictest discipline may be maintained. At the same time, this meeting considers it due to men whose services are so arduous to encourage the requisite discipline and obedience of orders by adequate remuneration, and by suitable rewards for extraordinary exertions or long sustained good conduct.

6. That the directors at this meeting assembled have taken into their serious consideration the expediency of placing on the engine a third man, as conductor or captain, in addition to the engineman and fireman usually employed; and they are of opinion that such a measure, by distracting attention, dividing authority, and removing or diminishing the responsibility of the engineman, would increase, rather than lessen, the risk of accidents to the train.

7. That this meeting considers it desirable that there should be an uniform system of signals recognised, and applicable to all railways; and they recommend that the following rules and regulations, with this view, be submitted to the consideration of each railway company.

796. Can you furnish the Committee with a copy of the regulations referred to in the last resolution passed at that meeting?—I will furnish the Committee with a copy before their next meeting.

797. Those resolutions were signed by the secretary, in the name of that meeting?—Yes.

798. They therefore carried with them the authority of a meeting which represented 50 millions of capital employed in railways?—Yes.

799. Had that conference any means of enforcing the adoption of the regulations thus recommended?—Certainly not.

800. Does not the fact of those regulations having been thus sent to the different railway companies seem to imply the expression of an opinion on the part of that meeting, that it would be desirable and practicable that some general regulations of a simple nature should be generally adopted by the different railway companies? —Certainly; and such is the case in practice.

801. If such was the case in practice at the time when this railway conference met, why do you suppose that they thought it necessary to interfere at all in the matter? does not that seem to imply that they thought that there was, on the part of some railway companies at least, a want of proper regulations?—I think not. In answering this question, I must throw myself upon the consideration of the Committee, as I have been obliged to do before when I have answered a question plainly

plainly and honestly, without looking much at the consequences. That meeting, I have no hesitation in saying, in my own opinion, was a farce in its consequences; it was the result simply of excitement produced by newspaper articles. I do not mean that the parties went there with the intention merely of allaying alarm, but that that meeting was the mere result of excitement, produced partly by newspaper articles, partly, of course, by the unfortunate concurrence of a number of accidents, and the excitement thereby produced, and still more, I think, by a knowledge on the part of many that something was intended to be done by the Government, and, as men are very apt to do, they concluded, I presume, that it was better to take apparently a step forward themselves. I have no hesitation in saying that my conviction is, that that was the real cause of that meeting; and that that meeting ended in nothing, is a fact.

802. Do you mean to say that the meeting so composed upon that occasion held out professions to the public in their representations which they never intended to perform, and which were merely calculated to meet the demand which at that time existed on the part of the public, in consequence of recent accidents, for some more effectual protection to the public safety on the different railways?—No, I do not mean to say that. I am quite aware that in giving an answer of that sort, unusual perhaps in inquiries of this nature, I lay myself open to that question; but I am perfectly willing to put it to the Members of this Committee, as men of the world, whether the explanation I have given of the cause of that meeting, is not very likely to be the real explanation, and yet that the parties who attended at that meeting did not intend any deception upon the public, and were really as anxious to do everything necessary for the safety of the public, as any Member of this Committee can be; but I do repeat, that I believe both that meeting, and a great deal more that has been done lately with a view to increasing the public safety on railways, is the mere consequence of an excitement produced by newspaper articles, and by the unfortunate concurrence of a certain number of fatal accidents.

803. You mean that the conference took those steps, rather because they thought it necessary to satisfy the public mind at that time, than that they had themselves any real confidence in the usefulness of such measures?—No, I do not mean to say that; I dare say the parties originally starting it had, in their own mind, a desire to increase the public safety; but that it was one of those consequences of an unnatural state of excitement, which, without there being a mere intention to allay that excitement, does produce on the part of individuals the same conduct, as if they really only meant to allay it. I think I must be understood, because it must be evident to any man of the world, that such is the consequence very often of causes of that sort with the best meaning and most intelligent persons. Then when they met together and attempted to discuss the subject, all the difficulties stared them in the face, and that certainly was evident to any person attending at that meeting. The resolutions originally drawn up by certain individuals were very different from these, and far more sweeping, and far more comprehensive in their object, and as they came under discussion all the difficulties of attempting to lay down any rules or regulations appeared evident; and these resolutions were merely a sort of concession, as it appeared to me, to the parties who had originally brought about the meeting, for it was originally brought about by a very few. A number of railway companies, of course, when applied to by circular, could not refuse to go to such a meeting, even if they thought it was likely to be injurious; it would have been misunderstood, as I fear my answer may be by others, if not by the Committee. They could not therefore refuse to go to such a meeting, and when they got there, their objections to many things which I have stated could hardly be stated so plainly, for fear also of being misunderstood, because it was supposed that everything there stated would of course be published. Therefore great allowance must be made for these circumstances. Certain it is that the meeting broke up, and that nothing whatever was done in consequence.

804. If that is the case, how did it happen that the secretary to the meeting thought himself authorized to sign these resolutions, and to circulate them among the different railway companies, with the authority of such a meeting as that?—When I say nothing was done, of course the resolutions were passed, and the secretary, as usual, after those resolutions were printed, sent them round to the different parties who had attended, and then the whole matter dropped.

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805. Then what was done was to pass these resolutions, with the regulations appended to them?—I doubt whether the regulations appended were afterwards sent round to the different companies; but even if they were, there ended the business; certainly those resolutions, with any list of regulations appended, show nothing more than the general desire of the companies to give each other all the information that each of them possessed, and to do that very thing which they had done long before they were compelled to do it by third parties.

806. Were the public admitted at that meeting?—No.

807. Were reporters admitted?—No.

808. Have you any objection to state whether you opposed those resolutions at the time?—I, of course, as an individual, did not; my standing there was such that I did not say anything against any one resolution; I felt called upon to express some opinions, because at that meeting it was stated positively that the Board of Trade were about to pass this licensing system. It was also stated that the Board of Trade were about to do many things which it appeared to me they could not propose to do; and the argument held by some was, that it was of no use attempting to object to them; that the prejudice at the present moment against railway companies was such, that they must quietly put up with anything that passed; and I did certainly express my opinion; I ventured to say that it was impossible that the Board of Trade could propose to pass such a thing; and I believed at the time that they could not propose it; and I appealed to another practical man, one with more practice than myself, although, of course, I have had a great deal, as to the difficulties that would arise to us if any such law were passed. A great many other persons, very competent to form an opinion, certainly did object to almost every resolution; and as to those resolutions, my opinion is, that they were rather concessions to the parties who had taken the trouble to call the meeting, and who had the best motives in calling the meeting together, than a real expression of the opinion of this meeting; and I would merely observe, that that meeting certainly did represent 40 or 50 millions of capital employed in railways; and I believe that would be about the amount represented, and by nearly the same parties who, I know, are opposed to the whole of this measure.

809. You stated that there was no division at this meeting?—I think not; there was a desire to do everything amicably.

810. Was not there an impression at the time among the railway companies that any measure introduced by the Board of Trade would go further than the one now before the House, and be more stringent?—Certainly not; I should think that hardly possible.

811. Mr. *Greene.*] Was there not, in calling that meeting, an idea among the railway companies, that by talking over their various arrangements they might instruct one another as to the best modes of preventing accidents?—That may have been the opinion of one or two who called the meeting together; it certainly was not my opinion, and I think I may say it was not the opinion of a great number of other practical men who attended at the meeting. I have no doubt the gentlemen who originated the meeting thought so; but it must be remembered, with every respect for them, that there was this operating cause: they were the oldest railway, and certainly did show at this meeting a very natural, but a very strong desire, that all railway companies should follow them; therefore they may have thought that communicating to all of us their regulations and their signals would be a great benefit. I think, of course, it is always a benefit to be well informed, and I think most of the companies were tolerably well informed as to the regulations existing upon those older railways; at all events, of course, such a communication from them is very desirable.

812. The question did not refer to information as to one particular line of railway; but was it not considered, that by the whole body of railway directors meeting together, and conversing over their different systems, and different modes of arrangement, they might inform one another as to the best means of preventing accidents?—I think the specimen we had upon that occasion of the course which discussions must take at such a meeting, would satisfy anybody that no such result could follow.

813. Sir *James Graham.*] The regulations appended to these resolutions are the regulations now in force on the Manchester and Liverpool Railway?—Yes.

814. Did those regulations undergo discussion before it was agreed that they should be appended to the last resolution?—I think not.

815. Nothing

815. Nothing was said with respect to that code of regulations, as to whether they were generally applicable or otherwise?—I think not. The subject was avoided by many, as an unpleasant and unavailing subject to discuss. I think they were read without any particular observation.

816. Then the resolution to circulate generally the regulations of the Manchester and Liverpool Railway Company was adopted without any discussion of those regulations themselves?—Yes; but the resolution is simply to circulate for the consideration of the other companies, the regulations of the oldest company in existence.

817. Those regulations underwent no discussion at the meeting?—I think not; indirectly, in discussing other points, I think there was some reference to signaling by flags or not; I remember making an observation, that on the Great Western we did not use flags; so that there must have been some observation in the various speeches made about signals, but the code of regulations was not discussed.

818. Mr. *Labouchere.*] How long did the meeting last?—I think about a couple of hours.

819. Sir *James Graham.*] Was the elder Mr. Stephenson present at the meeting?—No, neither of the Messrs. Stephenson.

820. Mr. *Freshfield.*] Were you rightly understood to say that you doubted whether those regulations were circulated at all?—I find that they were circulated with the resolutions.

821. Sir *James Graham.*] Have answers been received to those circulars?—I believe the whole business dropped there.

822. Who was the secretary?—Mr. Henry Booth was the secretary, who was examined here a few days ago.

823. Mr. Booth would be able to state whether any, and if any, what answers were received?—Yes.

824. Mr. *Labouchere.*] As far as you are aware, has anything been done by any railway in consequence of those recommendations which proceeded from the central conference?—I am not aware of anything. I should observe that I do not understand, nor do I see anything in the resolutions that amounts to a recommendation to any company to do anything.

825. Do you not think that these resolutions and regulations, circulated by the authority of such a body as met in conference at Birmingham, may be considered as, to a certain degree, advising the railway companies at least to revise their own regulations, and to consider whether they might not be put upon a better and a more uniform footing?—I do not see that that is the bearing either of the resolutions, or of the fact of circulating those regulations. But if I am asked, whether a company receiving those regulations, did not in all probability look at them, and see whether their own could be improved by them, I have no hesitation in saying that I think most likely all the companies did so.

826. Are you aware of any improvement having taken place in the arrangements of any company in consequence of those resolutions and regulations?—No, nor do I think it likely.

827. In short, do you conceive that the whole of those resolutions and regulations which were adopted at the general conference were mere waste paper?—Pretty nearly so. Of course sending a correct copy of the regulations of the Manchester and Liverpool Company to all the other companies, cannot be quite waste paper, because they may not have possessed copies of them before; but except that, I plainly say I believe it was all waste paper.

828. Lord *Granville Somerset.*] Were you, on behalf of the Great Western, well acquainted with those rules and regulations which have been, and are still acted upon on the Manchester and Liverpool Railway?—Yes; that is to say, from time to time I had copies of the books that they used; and I think, shortly prior to that, I had exchanged copies with the Manchester and Liverpool, and several other companies.

829. Subsequently to this circulation, in pursuance of that resolution, have you looked at those rules and regulations of the Manchester and Liverpool Railway?—I think not subsequently to that; because I was aware of them before, and aware exactly how far they applied to our own.

830. Have you, on the part of the Great Western, adopted any or many of those rules and regulations?—I think not any.

831. Why have not you adopted them?—Because we considered that those we had, amounted to the same thing.

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832. You thought your own were as good, if not better?—Yes.

833. They carried out the same object in a way that you approved more than theirs?—As applied to our railway. I would not say that they would be better upon the Manchester and Liverpool.

834. Were any of the rules and regulations, or any parts of the system now pursued upon the Liverpool and Manchester Railway, such as you would like to follow upon the Great Western?—I do not remember any.

835. In short, you preferred your own system to that of the Liverpool and Manchester?—Yes; but it is due to the Liverpool and Manchester to say that ours were founded very much upon theirs, modified to suit our circumstances.

836. But modified very considerably?—In detail, but not in principle.

837. What is your principle now about a fast-train going by another train?—That does not occur with us.

838. Has it never occurred under any circumstances?—Only in the event of some accident, except a passenger-train passing a goods-train.

839. With regard to a passenger-train passing a goods-train, what is your regulation as to that point?—That never occurs, except at a station.

840. Referring to the period when you were working only between Paddington and Maidenhead, or between Paddington and Twyford, which is about the same length as the Liverpool and Manchester Railway, were your regulations at that time much upon the same system as theirs?—The general principle was the same.

841. Did you ever at that period allow one train to pass another?—There was no occasion with us; we had not much goods trade, and we had no other company running into us. The particular circumstances of the trade, which I cannot point out, did not require any passing.

842. Is it your general feeling that the regulations upon the Liverpool and Manchester are as good as possible, considering the circumstances of that railway?—Not as good as possible.

843. As far as your present knowledge goes?—Yes, I think so.

844. You have stated before, that every day some improvement arises; but so far as your present knowledge goes, you approve of their system?—I think so.

845. You think there is perfect safety in the mode in which the fast trains pass the slow ones?—The results appear to prove it. I am not sufficiently familiar with the working of the Liverpool and Manchester to offer an opinion upon that.

846. Are you cognizant of the evidence given before the Committee by Mr. Booth?—I was here.

847. You heard him describe their system of either precaution or no precaution, whichever you may call it, as to the trains that run upon the Liverpool and Manchester?—Yes.

848. Do you think that that system is sufficiently careful as to the theory, without reference to the practice?—I should prefer judging of the theory by the practice. I see in practice, in going upon the railway frequently, that it can be and is carried on with a very great degree of safety.

849. You are aware that very few, if any, instances of serious accidents have happened upon that railway?—Very few.

850. That of course influences you in favour of the present system?—Yes.

851. But supposing you were not acquainted with that fact, would you, reasoning from theory, consider that that system was one of safety or not?—If I had not been acquainted with the fact, and not been much acquainted with railway working, I should certainly have said that in theory it was bad; but the more I had become acquainted with railway working, the less I should have been disposed to offer any opinion of the sort.

852. Then your experience upon railways makes you come to this opinion, that no theoretical system can either be right or wrong?—No; but I think it is not likely to be right, and that it is very likely to be wrong.

853. With regard to this meeting at Birmingham, the impression which it produced upon your mind was, that anything like an unity of opinion upon the main points, from a voluntary congress of that sort, was perfectly hopeless?—I think so; hopeless on account of the practical difficulties attending it.

854. What practical difficulties?—I should not think a meeting of directors so likely to lead to that communion of ideas and opinions amongst themselves, which would be most likely to conduce to improvements.

855. There

855. There was nothing like jealousy between the different lines?—No; at least as little as there could be amongst them.

856. Do you think that if instead of directors, amongst whom there was no jealousy, it had been a meeting of engineers, there would have been any jealousy amongst them?—Unquestionably.

857. Would not uniformity of opinion be more difficult to establish amongst the engineers, than even amongst the directors?—Yes; but with every deference to my own directors, and to the directors of other companies, I think that any opinion that engineers would come to upon a difficult engineering subject, would be worth 50 or 100 times as much as the opinions of the directors upon the same subject.

858. But there is a very great variance of opinion amongst engineers?—Yes; but upon those very points each engineer will attain a considerable degree of perfection, where his character and everything is at stake, to make his particular system answer.

859. But, with perfect sincerity of opinion, may not some engineers support opinions different from those of other engineers?—Yes.

860. May they not, having once adopted any opinion, be more inclined to adhere to it than a person whose general reputation is not concerned in supporting an opinion that he has once adopted?—Yes; but it is that tendency to support opinions which leads to improvement.

861. Then you do not think that any impartial authority, listening to all those different opinions, and not having adopted preconceived ones, is more likely to form a good judgment than would be the case supposing you left all those parties to fight it out amongst themselves?—No, because that is assuming that which cannot exist, namely, an impartial authority, and one that at the same time is competent to judge between them. An unprofessional man, listening to the discussions of engineers upon a mere engineering point, is not likely to arrive at any useful result.

862. Have not most of the engineers of any eminence at this moment adopted and supported in public opinions of their own?—Yes.

863. Have not they in some degree pledged themselves to their own opinions?—Yes.

864. Under those circumstances is not it more unlikely for them to be impartial, than for persons who have not been thrown into collision with others and forced to support particular opinions of their own?—Yes; but I do not think impartiality on their part is desirable. I do not mean that any man should be so bigotted as to shut his eyes to that which is evidently better than what he has adopted; but I believe it is that tendency to support that to which we have committed ourselves, which induces us all to work so hard in improving upon particular points.

865. Do not you think that the practical result of their all working so hard, each to support his own particular opinion, is likely to create a prejudice in the mind of each, in favour of his own particular opinion?—Very likely; but the effects of that prejudice are, on the whole, beneficial, while an attempt to bring those men to agree upon one point would of course be hopeless, and I know no advantage in making the attempt.

866. You think there is no advantage in an impartial authority attempting to elicit from each individual, that part of his system which is most like to conduce to the public safety?—I think not, because I am sure that the attempt would be useless. In the first place, as I said before, an unprofessional man (and it must be an unprofessional man to be impartial, according to the hypothesis) would not be able to determine between the merits of the different opinions advanced. And certainly, if there were any such tribunal, I believe that engineers would not go there to have the merits of their plans discussed, and to leave to third parties to determine upon them; we each think that our own are the best, but we do not expect that everybody will admit that.

867. By unprofessional parties, you mean engineers that have not been employed in the practical operations of civil engineering?—Yes.

868. Does not the proposition put forward in this clause, which is now under the consideration of the Committee, go to the effect of the Board of Trade being the authority before whom the different opinions of different parties may be conveniently heard, before any regulations can be laid down?—That is the intention, I believe.

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869. Are you of opinion from what you saw at the meeting at Birmingham, that there is any probability of the railway companies generally adopting any particular system of their own accord, or do you conceive that each company will adhere to that which they conceive to be the best, without reference to the others?—The railway companies have hitherto, and if left to themselves, they will continue to select from all which they see going on, that which is the best. They will follow different routes to arrive at the same end. The Birmingham Railway will have their four-wheeled carriages and their narrow gauge; the Great Western may have their wide gauge and their six-wheeled carriages; but although there may be two distinct routes thus laid down for arriving at the practical result, yet in the main they follow the same principles as to the general system of regulations, although not as to particular positive regulations. But as to their general principles, they all follow the same course; and if the difference between the two is not pointed out very strongly to their eyes, they are much more likely to adopt that which is good upon another line, than if it is simply thrown to them in the way proposed, by Brunel's good idea being thrown to Stephenson, and Stephenson being called upon to adopt it; or any good idea of his being thrown to me, and I compelled to adopt it. That certainly is not the way which you would follow, to lead them to adopt that which is good. We are following rather different routes, but aiming at the same result.

870. Nobody can doubt that every body of directors has the same good object in view; that is to say, the security of the public combined with their own advantage. The simple question is, whether, more especially with regard to the former of those, each body of directors does adopt the best system?—That proceeds on the assumption that there is one best system, which really there is not. There are a number of best systems, each adapted to the circumstances of the case, and each an improvement on the one that went before; and the next probably will be better than that.

871. You think there are no general principles which can be said to be the best?—Certainly not; the attempt to generalize may improve some one, but it will make nine out of ten bad.

872. Mr. *Labouchere.*] Are you aware that in the last half-yearly report of the Grand Junction Company, the enforcement of a few general regulations is pointed out as one of the best means of preventing the recurrence of the accidents which have done so much injury to railway property, by alarming the public?—Yes, in the speech of the chairman.

873. Do you concur in that recommendation?—Yes; and it is practised.

874. In the report of the Grand Junction Company, is not the enforcement of regulations recommended, meant to be applicable to all the railway companies?—Yes, but that each company should enforce it for themselves, not that anybody should enforce it upon all the companies.

875. Are you satisfied that the report of the Grand Junction Company, when it speaks of uniform general regulations as being so desirable to be enforced upon all the railways, meant that it should be left to the chance of each railway doing that at its own particular instance, and did not intend that it should be secured by some general authority?—I have no doubt in my own mind that it was meant as a recommendation that each company should enforce certain general regulations, which is done in practice now.

876. Mr. *Greene.*] Was the Grand Junction Company represented at the meeting you have adverted to at Birmingham?—No, they did not attend.

877. Lord *Granville Somerset.*] You have said that the first meeting at Birmingham lasted about two hours; was there any subsequent meeting held upon the same day?—Yes, in the same room.

878. Have you any objection to state what the object of the second meeting was?—The object of the second meeting, which certainly appeared to me much the most rational one of the two, was to appoint a committee in London to watch the proceedings of the House as to the proposed measure.

879. Was that attended by the same parties as attended the previous one?—It was; in the same room; the same meeting of the same people.

880. What was the object of separating the two meetings, that is to say, having two distinct meetings, when the same parties were to attend both, and the one meeting was immediately to follow the other?—The first meeting was called expressly in consequence of the circulars for a meeting to consider something connected

nected with the public safety. It was then thought by several, I think before that meeting broke up, that it was desirable that some central body should be formed in London to watch the proceedings; and it was said, that of course that must be a separate meeting, and therefore the chairman rose from his chair, and was re-appointed.

881. Then the first meeting was not called with the idea of constituting, by the appointment of a committee or otherwise, an opposing body in London, but that arose out of what took place during the first meeting?—Yes.

882. Then, in strictness, it was felt that the first meeting, being called for a specific object, could not fairly take that question into consideration?—Yes.

883. The same chairman presided at the second meeting?—Yes.

884. Mr. *Freshfield.*] Were the subjects of discussion at the first meeting reconsidered at the second meeting?—No; it was simply the appointment of a few gentlemen in London, who were to communicate to the railways generally anything that occurred that affected the interest of the railways.

885. Did you find a growing doubt whether the objects of the first meeting could be carried out?—The majority certainly at the first meeting were of opinion that the objects could not be carried out; that it was a failure.

886. Did you find that same feeling growing even at the first meeting, from the beginning of the meeting to the end?—Decidedly.

887. Mr. *Labouchere.*] At the second meeting, you have stated that a committee was appointed to come to London, and to watch the proceedings of the Government and of the Legislature upon this subject?—Yes, and anything that affected the interests of the railway companies.

888. Do you know whether the gentlemen appointed by that meeting expressed, in the broad and general manner in which you have done to this Committee, in the communications which they had with the Government, their intention to oppose altogether the principle of any discretionary power to issue regulations upon points affecting the public safety upon railroads?—I do not suppose that they would, as a matter of policy, have stated it in that manner. I am called here and asked and allowed to state my opinion plainly, and therefore I have done it; but I should not imagine that it would have been either politic or wise, or that it would have been thought right, that the committee thus appointed should volunteer to state to the Government or to the Members of the House of Commons, that they should oppose directly with their whole strength any Bill that was brought forward. I am quite sure of this, that one member of that committee (the committee consisted of three) felt exactly as I have expressed my feelings upon that point.

889. Have you seen the clause which has been drawn up on the part of the railways, and which has been proposed as a substitute for the 11th clause in the Bill now before Parliament?—I have.

890. What is your opinion of that clause?—I think it is a degree better than the 11th clause; but I think it was unwise to propose any such modification, because I am quite sure that those who proposed it consider that that also is very objectionable.

891. You conceive that the proposing that clause was rather a concession to what the railway companies considered to be the sense of the public and the Legislature upon that subject, than as expressing what they really believed would be for the public advantage?—I know that it was actually proposed as a concession; and I know that if it can be admitted for a moment that the companies were, as it were, treating for concession with the Government, they consider that that concession not having been at all granted, and they having been expressly informed, on the contrary, that there could not be a concession, I know it to be their view, that it should be considered, that they oppose the whole clause altogether.

892. Do you believe that there would be any material advantage in adopting the clause proposed by the railway companies, but which you have said they now desire to withdraw, rather than the clause, as proposed by the Government in the Bill before Parliament?—In reading them, I have always considered them both so objectionable that I have not gone into the question of comparison between the two.

893. Your objection is to giving any discretionary power at all?—I have stated so.

894. Lord *Granville Somerset.*] You were understood to say that the same parties appointed this committee of management as were at the first meeting?—Yes.

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895. Consequently this committee of management, appointed by the vote of that meeting, represents about 50,000,000 of capital in railroads?—Not exactly; because it was understood that this committee should call the companies together upon any important point.

896. Practically speaking, who do these three gentlemen represent at this moment; do you believe them to represent all the parties who were at that meeting, or have any signified their dissent?—I do not consider them practically as representing that meeting.

897. Then what would satisfy them might dissatisfy others?—I think very likely.

898. Then, in fact, do you conceive that those gentlemen represent anybody but the three companies with which they are individually connected?—Only to that extent, that they must feel some responsibility placed in them; and if they all three committed themselves to agree to anything on the part of the other railways, I think the other railways would feel themselves bound by that; but I am sure those three gentlemen would not commit themselves to any concession.

899. Sir *James Graham.*] Who are the three gentlemen?—Mr. Glyn, Mr. Charles Russell, and Mr. Chaplin.

900. Mr. Glyn is chairman of the London and Birmingham?—Yes; Mr. Russell is chairman of the Great Western, and Mr. Chaplin is deputy-chairman of the South Western.

901. Mr. *Labouchere.*] Was the amended clause which has been referred to adopted by those gentlemen?—I do not know.

902, Sir *James Graham.*] Is your view of the amended clause this, that it might be less pernicious than the other, but would not be generally useful?—They are both so objectionable, that I hardly know which is the best.

903. On the balance of the two, you find it difficult to say which you think would be most pernicious?—I think that any such power will lead to such mischief, that at the end of six months the Board of Trade will be heartily sick of the power; I think they will have got into such difficulties in the exercise of that power, that the only remedy to all these difficulties must be, if they will do such a thing afterwards, as to give up a power they once possessed; I think the difficulties arising from it will be so complicated, and, in plain English, they will get into such a mess, that the thing must be dropped.

904. Although the performance of a public duty may be painful to the officer who exercises it, may it not be very salutary to the public?—When I say painful, I mean because he will see that he fails entirely in the object; when I say that the Board of Trade will be sick of it, I mean because they will find, that while they are daily attempting to exercise the power, they do not attain the object for which it was sought; I mean that a disagreeable feeling would arise from every day being aware that they did not, and could not attain the object they sought for.

905. Mr. *Freshfield.*] Do you happen to know that several of the companies which attended that conference have sent special deputations to oppose the Bill altogether?—I think pretty nearly all but one have in one way or other sent deputations, or sent petitions, or joined in the opposition; and to balance that one, another has come which was not at the meeting. The Grand Junction Railway Company was not at this meeting; they, I believe, considered that the meeting could lead to no good, and therefore they expressed that opinion by not attending; they, however, are just as opposed to this measure as any company can be.

906. Do you understand that they also object to the proposed substituted clause?—Decidedly; I believe they were no parties to the proposal of it.

907. Lord *Granville Somerset.*] Can you explain to what extent these three gentlemen were deputed by the body of gentlemen composing that meeting, and to what extent that body considered themselves bound by their decision?—No; because the thing was not very well done. It was done in a confused manner, and in a hurry. Those three gentleman were appointed for the purpose of watching any proceedings which might affect the railway interests, and of course therefore had a certain degree of power and trust reposed in them; how far exactly that might extend, and how far exactly the other companies might feel themselves bound, I do not think they can tell.

908. Are all the parties who were present at the second meeting, when the committee was appointed, expected to contribute to their share of any expense which either

either the investigation here or the opposition in Parliament might occasion?—Yes; there was no idea of incurring any expense in Parliament at that time; but it was stated that there must be a secretary, and that there must be some small expenses incurred, and it was agreed that all those present would pay their share, and that any companies not present should be written to.

909. Sir *James Graham.*] Do you hold that all the parties who were present at the meeting at Birmingham, and who consented to the appointment of the committee, are bound by the acts of the committee, saving only the Grand Junction, which was not present?—Not by any act; the committee have not unlimited power.

910. Supposing that they had framed a clause as an amendment to the 11th clause, and that had been adopted by the Government, should you hold that those companies would be at liberty to oppose that clause, when those three individuals delegated by them had drawn the clause?—If the three individuals delegated by them had agreed that that clause should be adopted, I do not think the companies would oppose it; some one or two might, but the body of the companies, I presume, would not; but that is a case which it is almost unnecessary to suppose, because I am sure those three individuals would not recommend this clause. They may have said, "If you are determined to pass a clause giving the power that you propose, do modify it in some way like this;" but they did not for a moment offer this clause as a clause which would satisfy them at all.

911. Supposing they had tendered that clause as a clause which they would recommend in lieu of the 11th clause, do you hold that the parties who delegated them would be bound by that Act?—I think they would; but I am sure that those three gentlemen never did, and never would, advance this clause as a clause they would recommend; they may have said, "Reduce it, at all events, to this: limit our punishment or our difficulties to 19 instead of 20."

912. Lord *Granville Somerset.*] Do you know under whose management this clause was drawn up, and with whose cognizance?—I believe I know how it was drawn up. The printed clause I believe to have been drawn up by parties not being this committee of management.

913. Were you consulted in the drawing up of that clause, previous to its being produced?—No.

914. Mr. *Greene.*] From your constant communication with the parties, do not you know they object altogether to the principle of any interference at all?—Most decidedly.

915. Mr. *Labouchere.*] Was it not the case that, conceiving that they would not be able successfully to resist, in the then state of public feeling, the adoption of something like the principle contained in the 11th clause, their object was to give that discretionary power to the Board of Trade, with such limitations as would, in their opinion, make it less objectionable?—Thinking they could not successfully equal the strength of the Government in bringing forward a clause of that sort, they thought it would be better to get it a little reduced, rather than have it to the full extent to which it was proposed.

916. Are you aware that the London and Birmingham, the South Western, the York and North Midland, and other railway companies, have adopted, as part of their code, the regulations recommended by Sir Frederic Smith?—No, I am not aware of that; I believe that suggestions have been made by Sir Frederic Smith to one or two companies, which have been adopted, but I do not know the extent.

917. How do you reconcile that with your statement, that all general regulations that are worth adopting have been adopted long ago?—I believe that still; general regulations, I said; suggestions may have been thrown out of particular regulations by Sir Frederic Smith, which may have been adopted in each particular case; but certainly the general regulations have long since been known and adopted.

918. You have said that the accidents referred to in the reports of the officers of the railway department arose from a number of minute causes conspiring together, and not from any cause that could have been foreseen and prevented; do you recollect the accident on the York and North Midland Railway, at Taylor's Junction?—Yes.

919. Do you think that accident would have happened if the system of signals at stations, which you have described upon your own line, had been used there?—There would have been less chance of its happening; but I do not know the arrangements of their stations, or the arrangements of their line; I do not know that

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that the signals that we use at our stations would be applicable to them; I find in the report, that from the want of certain signals the accident occurred; of course, if that is the case, some more signals had better be given.

920. *Chairman.*] Is there anything else which you wish to state to the Committee?—The day before yesterday I stated that there were some other points upon which I conceived considerable objections existed. I am sorry that my examination has occupied the Committee so long, but will the Committee permit me to say I have not yet volunteered a single observation upon any of those? With the permission of the Committee, I will state one or two objections which have occurred to me as very strong against the proposed measure, upon two points. First of all, the impossibility of distributing equally, justly, and impartially the regulations upon the different companies, and the mischief that must arise from the inequality of the effect of those regulations upon different companies, if it were only indirectly, by leading to opposition and absence of co-operation on the part of the railway companies. Even in the recommendations that have been made, there are several evidences of this. In fact, I believe it would be impossible to draw the line as to the extent to which public safety is to be attended to, in comparison with expenditure and other difficulties, or how far expenditure is to be sacrificed exclusively to public safety. It will vary from day to day, according to the state of excitement produced by accidental circumstances, or by the press, or by other causes. One or two instances I think will make it appear very striking. Sir Frederic Smith refers particularly to the question of six wheels to carriages. Now, I believe that there is no one single thing that perhaps is a larger element in the whole question of safety than having six wheels to the carriages; but Sir Frederic Smith, very properly, does not venture to recommend that you should call upon all the railway companies which have four-wheeled carriages to change to six. Probably, what with the alterations which would be required in the stations, and other indirect alterations, a million of capital would be thrown away by calling upon all the companies to make that alteration; therefore, there a line is drawn. That expenditure is not to be incurred, because it is too large. And yet, take the London and Birmingham and the Grand Junction, and suppose you were to call upon them to change to six-wheeled carriages, I think it would be very unjust. But suppose they were called upon, perhaps a quarter of a million would do it with them; a quarter of a million upon their 36,000 shares; the interest of that at four per cent. (at which rate they could borrow the money) would only be 6 *s.* per share, to attain that which it is admitted would add very much to the safety of the public. Now, why is the line to be drawn exactly there? and why are they not to pay 6 *s.* per annum out of their hundred pound shares to attain greater safety, while another company, a smaller company, may be driven to a much larger proportionate expense for a less object? A diminution in the number of trains, or an increase of the police, or various changes of that sort, might produce a loss of two or three thousand a year upon a small company, and that might be more to them than the 6 *s.* a share upon the London and Birmingham. How would it be possible for the officers to draw the line? They must either make up their mind to require everything, whatever the cost might be, which could conduce to the public safety, or they must leave it to the public, and to experience, to point out what expense is worth incurring and what is not. You would impose upon the Great Western Company breaks to all their carriages, although we say it is not only useless, but mischievous, and we would rather be without them; but you would not call upon the London and Birmingham and Grand Junction to adopt six wheels, because the expense is too great. It would be impossible that you should fail, in any order of that sort, to commit an act of injustice to some party or other, and probably to do that which would be ruin to a small company, because you are obliged to order it upon a large company.

921. Mr. *Labouchere.*] Would not the Board of Trade, supposing the Bill now before Parliament were to become law, be enabled to take those circumstances into consideration with reference to the different companies, and to frame their regulations so that they would not produce the effect you have described?—I believe it to be quite impossible, unless you put perfect faith in the recommendations of the parties which you shall have before you, which I need hardly say it would be very dangerous to do. How are you to judge of the facts except from the representation of those parties? Then again, if you are really disposed to receive the representations of parties, you will never pass a single order; because I am convinced that, with

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our knowledge of circumstances of detail, we can memorialize you in a shape and give reasons which it would be impossible for you to combat. Every single order that you made against a railway company, they could, if they were driven to it, make such representations to you, in answer, as would make it impossible for you to adopt it.

922. When you say "if the railway companies were driven to it," you mean if the railway companies did not act in a spirit of fairness and good faith?—No; and I think the evidence of the officers of the Board of Trade shows that they are disposed to do so. When you stated that you wished to supervise the railways, and officers were employed to obtain information for that purpose, the railway companies proved their willingness to assist by making unlimited communications; any question that was asked was answered, and every information given. But you cannot assume for a moment that that will be the case when that is to be followed by a regulation to shackle that very company. It would be absurd to suppose that they shall be giving evidence to your officers, the result of which in all probability is to shackle the company, by imposing some regulation that will embarrass them, and which they believe will be mischievous.

923. If a regulation proposed by the Board of Trade is mischievous and unreasonable, is it not desirable that the railway company should have the means of opposing serious obstacles to the adoption of such a recommendation?—At one moment it is assumed that the railway companies are persons whom it is necessary to control by the fear of penalties and by laws, and at another moment it is assumed that they are such reasonable men, so devoted to the public good, that they will always actually take the trouble to keep you from going wrong, although some, if not all of them might say, I think very naturally, "No, let them get into difficulty, and then they will see how impossible it is to legislate upon it." I do not mean to say that they would say so, but that you will be exposed to that.

924. Supposing that the railway directors would be actuated by the motives and feelings which are generally found in gentlemen of their class and condition in life, is it not fair to suppose that if they found that the powers entrusted to the Board of Trade were exercised in a moderate and reasonable spirit, they would be disposed to co-operate, in order that those powers should be fairly carried into effect; and if, on the other hand, they found that the powers entrusted to the Board of Trade were exercised either injudiciously or intemperately, then is it not natural to suppose that they would strenuously resist the operation of any such powers on the part of the Board of Trade?—It is exactly that last case which, I believe, will arise. Not that the Board of Trade will act injudiciously and intemperately, but from the nature of things they will act injudiciously; that is to say, they will constantly propose regulations which cannot in practice be carried out, which unfortunately will be advanced on the plea of public safety, and it will be very awkward, therefore, for any railway companies to object to them, although they may feel that they will produce mischief. I can fortunately appeal to the conduct of railway companies up to the present time, as a proof that they are disposed to communicate in that manner, and to give information and receive suggestions. But I have no hesitation in saying, that I do not believe it will be so hereafter. I cannot believe that with a power held over them, which is to inflict upon them penalties for their admissions of faults—because that is what it practically amounts to—if I give full information, showing that there is any defect in our management, I shall know immediately that it will not be left to me to cure the defect, but that a regulation will be at once enforced, and which I cannot resist, as I have given the evidence upon which it is enforced. Is it reasonable, therefore, to suppose that I shall in future communicate freely? I have no hesitation in saying that I cannot, and that the railway companies are perfectly justified in saying this: "What reason have we to suppose, that when you have the power you will receive our evidence so liberally?" because I must say that they may be perfectly justified in saying, "You have already made a law as far as in your power lay—it has passed the House of Commons, or nearly so—enforcing a system which we believe will be most prejudicial. You have not heard us upon it; on the contrary, you have refused to hear us upon it: (I refer to the licensing system): If that has been the case already, why should we suppose that when you have the power to do just what you please with us, and when you state that you intend to pass a certain regulation (although it is true you give us leave to memorialize), what ground have we for supposing that you will listen to our objections when you have full power to enforce anything?"

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925. When you say that you had not an opportunity of fully stating your objections to the clause with regard to the licensing system in the Bill, do you mean that a Committee of the House of Commons was not appointed to investigate that part of the subject, or do you mean that you found any difficulty in stating your objections upon that point to the Board of Trade?—I never found any difficulty in stating my objections to the Board of Trade upon that or upon any other point; but it was then too late to raise objections to the licensing system; I volunteered my opinion upon it upon one occasion lately, but it was then too late.

926. Sir *James Graham.*] The Bill was introduced?—The Bill was introduced, and practically it was too late.

927. Do you think it would be a bad example that, when the Legislature shall have delegated a discretionary power to a branch of the Executive Government, the parties to whom that power shall be applied shall exercise any discretion whether they shall obey it or not?—I think, when a power is once vested in any branch of the Executive Government, unquestionably the parties upon whom the power is to be exercised ought to have no power to disobey.

928. Presuming that before any regulation is ordered by the Board of Trade it has been well considered, your opinion is that, when once issued, it should be promptly and instantly obeyed?—Decidedly; and I believe, should the Bill pass, such would be the case with most of the railway companies.

929. You do not think it would be expedient, that when an order was issued there should be demur and correspondence with the Executive Government which issued the order, as to whether it should be obeyed or not?—I think that would be very bad.

930. You think it would be highly inexpedient, and would furnish a very bad example?—I think so.

931. Lord *Granville Somerset.*] On a former day you stated that, supposing this power were given to the Board of Trade, you would then be mixed up to some extent in the fault of your servants, and that you would not exert the same scrutinizing power in sifting out and tracing the fault to the right man, when you were yourselves exposed to blame for it?—I think that would be the practical result.

931*. But supposing the directors were able to show that it was not the fault of their system, but the fault of their servants, would not they have the same motives then as they have now, for showing it?—I think not.

932. Is it not an object for persons at the head of authority, to show that they themselves are not individually responsible for any accidents which may occur; that it is from the fault of their subordinates, and not from their own, that the accident occurred?—The question immediately arises, what care did they take in the selection of their subordinates?

933. Would they not be anxious to show that they had taken proper care?—Unquestionably.

934. Supposing they can show that they took proper care, would there be any motive to them to take the blame of the misfortune, instead of casting it upon those individuals who were practically the cause of it?—No; only, unfortunately, there is another upon whom they can throw it, in the shape of "perfectly unaccountable accident," which would be the case in nine cases out of ten, unless the directors and officers of the company were most anxious to ascertain the cause; in fact, there would be an absence of any explanation: an accident occurs (accidents will occur in spite of every precaution, and in spite of all the care possible of the officers), but at present it is the interest the company, and of the officers of the company, to try to ascertain whether any blame did attach to anybody, and to punish that individual; but, of course, to enforce regulations you must have penalties; in fact, as it stands in the Bill, a penalty of 20 *l.* a day is inflicted upon the company if any one regulation is not carried into effect; if the company's servants neglect a regulation, the company therefore is liable to a penalty of 20 *l.*; can it be supposed that that will increase the desire of the directors to ascertain whether their servants have neglected the regulations?

935. Do you suppose that a collision can take place, and that everybody concerned in the collision, either passengers or servants, can smother up the case so much as to prevent the possibility of its being ascertained how far the regulations have or have not been complied with?—Very easily, most unquestionably. Besides, collisions are not the only circumstances; there are a number of intermediate cases; it is as common as can be, for instance, that in moving about a station inconvenience and sometimes accident arises from a switch (which is part of the rail that moves

moves to turn off into another line) being put wrong; it is as common as possible for the policeman stationed at that switch to declare, and for him to bring evidence, that he put it right a few minutes before; and we never discover the way in which it was put wrong. The directors very often, in such cases, are obliged to decide apparently against the evidence, and to punish the man still for the accident, believing in their own mind that he had caused it. Now, if that were one of the cases which were to be punished by a penalty upon the company, can it be supposed that the company would use the same exertions to discover that there was anybody to blame?

636. Do you suppose that, because the company would have to pay a 20 *l.* penalty, in addition to any damage they might have now to pay, they would not be equally anxious to make those switchmen do their duty?—They would be equally anxious to make the switchmen do their duty; but they would not be equally anxious to take such steps as to show to the Board of Trade that it was the fault of that switchman.

937. Is it of any importance to the Board of Trade or to the public to know the individual whose fault it was, if the directors only take care to know it?—Then I would say, why not leave us to do it?

938. Suppose the directors do not choose to exert their power to ascertain it, and that they are careless about it?—If they do exert the power, they are not careless about it; and if they are such a set of individuals as to be careless about it, you would not make them more careful by inflicting a penalty upon them if they are discovered.

939. Your proposition is, that they would be less careful?—My belief is, that they would be placed in this awkward dilemma: if they exerted themselves upon every occasion to discover the causes of accidents, they would be exposing themselves not only to penalties, but to fresh penalties and more stringent rules, and it would necessarily lead to their passing over many things which they now punish; and it would also have a bad effect in lessening the officers' authority over the men, because they would be in fear of a still higher tribunal, instead of being immediately answerable to the officers.

940. Take, for example, your present regulation as to the examination of the wheels of carriages, the tires, and so forth; there is, of course, some system upon which you act invariably as to that; will you state what that system is?—We make the contractors responsible for the result, and that we conceive to be the best as regards the tires of the wheels. As regards the carriages, we make a great many ourselves; the rest are made in such shops as can be brought under our inspection.

941. Will you explain in what way you ascertain from day to day that the wheels of the carriages are in working order?—There are persons whose business it is to examine that. With respect to that also, there is a positive suggestion that they should be examined every time they come in and go out; it is impossible.

942. Why is it impossible?—Because the carriages come in constantly, just in time to go out.

943. Is not there now sufficient examination to ensure safety?—Not every time they go out.

944. You do not allow them to travel a month or six weeks without examination?—No; but they have that constant regular examination, which we in practice find sufficient.

945. What is that?—I cannot define it.

946. Is there no system by which every carriage is to be looked at, according to the number of miles it travels?—No; there is a man whose business it is to examine them, but as to pretending that he examines every carriage that comes in and every carriage that goes out, I should be deceiving the Committee if I stated that.

947. Mr. *Labouchere.*] Who is that man?—A man belonging to the company.

948. Is it left to his discretion to examine or not, as he may think fit?—Just the same as it is left to the discretion of any man to do his duty when he is set upon it.

949. Is he a man of a superior description?—He is a good carriage fitter.

950. Sir *James Graham.*] Is the order, that he should examine the carriage each time before the train starts?—No; certainly not.

951. What is the order to the man to whom you entrust this duty?—A trustworthy man is appointed thoroughly to examine the carriages and to keep his eye

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eye upon them; but as to giving him a specific order to examine them every time they go in and out, we are practical men, and we know that it is of no use to give an order of that sort. The order is simply that he is to take care that the carriages are in good order, and it is his business to find out if they are not.

952. And, practically, he does not examine them before each journey?—Certainly not.

953. Lord *Granville Somerset.*] Supposing an accident happens to a wheel, that the tire comes off or a spoke breaks, do you not call upon that man to account for the accident?—If anything happens which he could have perceived, we should.

954. As a first step, should not you ask this person, whose business it is to take care that the wheels are in good order, how this happened?—Most decidedly we should.

955. Then, if he told you that he thought it was in good order when it went out, should not you say, "When did you examine this wheel last?" And if he told you that he had not examined it for six weeks or two months, should you be content with that?—Of course not.

956. Supposing that he said that he had examined it within a week, would you be content with that?—It would depend upon circumstances. If it was a carriage upon a long train, which had come from a distance, and which he ought to have examined, we should not.

957. If it was a carriage that had performed a great deal of work, you would say a week was too long an interval between the examinations; if, on the other hand, it had done very little work, you would think that sufficient?—It might be a carriage that had not been out for a week. I would observe, that during this examination I have rather gathered that it has been assumed, that on the Great Western Railway we manage pretty well in these matters, yet we know it would be impossible to lay down a written rule that a man should answer for having examined it within two days. That is very good on paper, but it would be impracticable to carry out such regulations. We appoint, in the first place, a man whose duty it is to look after those carriages, and to see that they are in good order; but there is no particular time fixed for the periods at which he is to examine that carriage.

958. Sir *James Graham.*] You say there is no rule binding upon any one at the terminus, which enjoins upon him the duty of looking at all the wheels of all the carriages before each journey?—Certainly not; it would be impossible to carry such a rule out.

959. And yet that is recommended by Sir Frederic Smith, is it not?—I so understand the regulation.

960. Why do you say it is impossible? If one man might not do it, more than one might do it?—Practically, it is impossible to trust a thing of that sort to a dozen men, because every man would say, "I did not examine it, because I thought so-and-so did." Although we get nominally less examination by trusting to one man, we get practically a much better one.

961. Can you fairly punish a man for any accident which happens upon any journey, if it is not the party's duty before each journey to make inspection?—If an accident happened which it was evident arose from want of examination of that carriage, and if upon inquiry of that man it did not appear that he gave sufficient attention to the carriages, he would be fined or punished in some way. But as for hoping that we could have a man who could answer for having examined every carriage before it went out, it is impossible. The only result of the attempt would be, that the men would swear that they had done so, and we should be unable to punish them at all.

962. Your arrangement is satisfied by occasional examination. Then if he only examines occasionally, how can you hold him responsible, at any particular time, for a particular accident?—For this reason, that that occasional examination we know by experience to be sufficient, and to be the most certain way of getting any examination. If we attempted to get more, we should not get it. We appoint a man whose duty it is to give that occasional examination. I do not mean to say that, in one case of failure, we should punish that man; but if by our knowledge and our daily seeing what is going on, we found that man was not doing his duty, I believe he would be fined, or dismissed, or punished as circumstances justified. But as for defining exactly what is the amount of examination with which we should be satisfied, it is out of my power, and out of anybody's power.

963. Are you aware that, under the old mail-coach system, no mail-coach was allowed

allowed to leave London without close inspection of the wheels and axles, and all the important parts of the coach?—I am aware that there was intended to be a close inspection, and most likely there was; but there was not a close inspection at every stage that it came to, at every 10 miles. That arrangement of working the mail-coaches led, in practice, to this result, that a frequent cursory examination was more easily given, and led to better results, than occasional thorough examinations, and that is the case with railway-carriages; they are not liable to sudden changes of state like a mail-coach, which gets shaken upon the road, and gets a spoke loose, or gets the axle cracked, and requires that minute examination. But, from our experience of railway-carriages, we find that a frequent cursory examination of them is much more likely to detect slight changes in the parts than occasional general ones, because such an occasional general examination of a railway-carriage, to do it at all effectually, would require a few hours.

964. Then the result of your experience is, that in the examination of carriages upon railroads, the rule should be the converse of that upon turnpike-roads; that slight occasional examinations, but frequent, are most conducive to safety on railroads; whereas constant daily complete examination of mail-coaches was held to be the rule of safety?—If I were to answer that simply in the affirmative, I should be doing what I maintain is impossible, namely, generalizing in that manner. Taking into consideration all the circumstances attending the working of a railway, and we are, of course, very anxious indeed to ensure the carriages being in a good state, we find that mode of examination to be the best. With regard to the system of stage-coaches, and the difference between the two, I would rather not attempt to draw a general distinction between them.

965. Lord *Granville Somerset.*] Without defining precisely the amount of examination, do you not consider that some competent person at least should be held responsible by each company, for the proper maintenance of the carriages?—No, I do not think so; I think that each company will adopt a certain system of arriving at that end; but as to a third party saying, "You shall appoint a man to do this, and he shall be responsible;" if a railway company does not consider that the best way of obtaining the end, the law will not make it a good way. The law cannot make a man a trustworthy man; and although that arrangement might be very good for a company which has 40 or 50 carriages coming in and going out every day, in a smaller railway company, where such a man would have very little to do during the day, it might be better that some person having other duties should also examine the carriages.

966. The proposition is not that any individual should be occupied in that alone, if that occupation would not suffice for his employment during the whole day; but is it not essential to the safety of the passengers that some person or other should be considered responsible for the carriages being in proper order?—That appears a very good mode of arriving at a certainty of the carriages being in good order; but I cannot take upon myself to say that it is always essential, and always the best way, that some one person should be responsible in that manner.

967. Supposing upon a railroad all the carriages are contracted for, would you rely upon the contractor, and nobody else, for their being in a proper state for travelling?—No, I would not.

968. Upon whom, then, would you rely?—On the Great Western Railway I would appoint a man on purpose for it; if it were a small railway, very likely it would be the duty of the inspector of the station; he is responsible also now.

969. Do not you think that a carriage should be examined sufficiently often for the public safety, by some responsible person?—Unquestionably they ought to be examined sufficiently often.

970. Supposing railways were conducted upon a different principle, namely, that examinations should take place by the officers of the company, but that all the reliance should be placed upon the contractor; do you think that would be satisfactory?—I think such conditions might be made with the contractor as would be satisfactory, just the same as with the mail-coaches.

971. Would not that involve the contractor, having a person to inspect?—It would involve his being responsible, and taking such means as he thought best for securing it.

972. Mr. *Labouchere.*] Are there any other points to which you wish to call the attention of the Committee?—I am almost ashamed to occupy the time of the Committee any further. I was referring to the impossibility of any central authority of the sort proposed, distributing all the regulations with anything like

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justice to the different companies, because it would operate so unequally upon different companies. It has been supposed that such a controlling authority could determine whether the police upon a line were sufficient, and that if they could, they ought to have the power to order accordingly. I was asked whether I knew a company in which the workmen employed upon the line acted also as police. With respect to that, I dare say such an officer as would be appointed would not feel justified in allowing that system if it were adopted; and yet in the case of a company that is not a wealthy company, but one of the smaller companies, great saving is effected by adopting that system, and if it were given up I think it very possible that no improved system of watching might be carried on; but that is, I know, regarded by the persons connected with the Board of Trade as a dangerous course; in such case you would probably compel them to appoint police, and thereby to incur great expenses.

973. Do you mean to state that there are any railways upon which the duties of the police are mainly performed by workmen, and not at all by policemen?—No, they have a night police; but during the day-time what are called platelayers, the men responsible for the state of the road, act also to a certain extent as police on the road.

974. Supposing one of the poorer companies, under the pressure of financial difficulties, to reduce extensively, or altogether to do away, the policemen upon their railway, and to substitute workmen either altogether or in certain parts for policemen, do not you think such a state of things would be dangerous to the public safety?—No, and for this reason, that I assume of course that the company have common sense, and know something of their own interests; and I know, from my own knowledge of the working of the thing, that long before they would have reduced their police to a state in which it would be justifiable for the public officer to interfere, they would have found that it was not profitable to do so, on account of the inconveniences arising from the want of proper watching on the roads, and from the want of proper communication of signals, and other causes.

975. Do not you think it possible that a company in financial difficulties might yield to the temptation of effecting an immediate saving by reducing the police to a degree that would be inconsistent with the public safety?—I do not think so; but even if they did, no legal power could really compel that company to expend the money which they could not afford to spend, in a beneficial manner; as I said before, I believe that the necessities and wants of the company will compel them to keep a better police than you can possibly feel justified in enforcing by regulations, and therefore I do not think the case can arise of their reducing it below that. If you suppose a company so utterly regardless of their duties (because I must say that both directors and officers feel that they have duties to perform), if they were such a set as to do what is supposed, in order to save a few pounds in the current expenditure, they could easily evade any regulation that could be passed to compel them, if they do not choose to do it. You cannot fix the wages of the persons they are to employ; then how can you fix the qualifications of the persons they are to employ as police? They might to the letter obey the law, but you cannot compel them to obey it in the spirit. Their interest will operate far more strongly, because it is the case, fortunately, that on every point you can refer to, either as to police for the management of the line, or as to the maintenance of the way, the daily receipts are so closely connected with the daily expenditure, that you will find that their own interests, even in the case of the poorer companies, will drive them to adopt as large an expenditure for beneficial purposes as you could be justified in compelling them to make by law.

976. Sir *James Graham.*] Have not you stated that the real difficulty is, to strike the balance of expense in such a manner as on the one hand to incur any expense which is really necesary for the public safety, and on the other hand to avoid expense which, though apparently necessary, is not really so?—I do not think there is any difficulty with the companies in striking that balance.

977. Is not that the difficulty?—No; I stated that as a difficulty with any public officers, that I do not see where they are to draw the line, and to say, "Although that would conduce to the public safety, we cannot call upon the companies to incur such an expense as this."

978. Is it not the honest endeavour of the directors of a company, and of the servants of a company, to diminish the expense as far as they think safe, with a view of increasing the profits of the proprietors for whom they act?—Yes; but in going as far as they think safe, you will find that they stop very far short in the descending

descending scale of where you would be obliged to stop in exercising a controlling power of that sort.

979. In striking the balance, you say that there is no difficulty on the part of the directors of the companies in so doing; is it not in human nature that they should have a strong leaning to reduce the expense, and increase the profits, in which they are in a manner interested?—They have a strong feeling that way, but the feeling is stronger of avoiding the risk consequent on reducing it too low.

980. The risk is contingent and speculative upon accident; the profit consists in the daily economy of avoiding expense which they think unnecessary; the one is, therefore, a remote motive, the other is in constant daily operation. Reflecting upon those circumstances, do not you think that in a matter entirely within their control they must be disposed to save expense, and to exercise a severe judgment with respect to any increase of expense necessary for safety?—I say most honestly, that I believe the fear of evil consequences operates more strongly than the desire to save, and that the desire to have a character with the public for accommodation and for safety, and for every other point which is likely to bring them traffic, is stronger with them, merely from motives of interest, than the mere desire to save upon those points; and the proof is in the result.

981. Even if that should be the liberal and wise view of the directors and managers, are not the proprietors disposed to urge upon the directing body economy to an extent which may not be consistent with safety?—I do not think they are; and I think I can refer to every public meeting which has taken place to prove that they are not. I never remember or heard of a case of the proprietors calling upon the directors to stint any expenditure connected with the police, or connected with the safety of the line; and I do not think you can find a single instance.

982. Mr. *Freshfield.*] Do you think that the motives to undue economy is likely to be more operative upon railway directors than upon stage-coach proprietors?—No.

LETTER to the Right Hon. Lord *Seymour*, Chairman of the Select Committee on Railways.

My Lord, Bristol, Saturday, 27 March 1841.

I AM informed that an erroneous impression has been created by that part of my evidence which relates to the examination of carriages; and that it is supposed that I meant to express an opinion that some examination of the carriages between each journey was unnecessary, and in practice unattainable. Although I never intended to advance such an opinion, yet, upon reading over the minutes of my evidence, and having my attention called to it, I perceive that my words admit of this construction, and therefore trust your Lordship will excuse my addressing this letter to you, as the means of correcting my evidence upon this point.

The misapprehension, if it exists in the minds of the Members of the Committee, must have been created by my not expressing properly the distinction, which I drew in my own mind, and referred to in my answer No. 963, between "a frequent cursory examination" and "an occasional general one," which, as I stated in the same answer, would require a few hours, and which, as I was going to explain at the time, would require that the carriage should be lifted off the wheels, to examine the bearings properly, and that each pair of wheels and axles should be turned round, to ascertain if they were bent or strained; that they should be cleaned, in order to be able to detect if any part was getting loose, and many other things which I could not enumerate. It was this description of complete examination which I had in my mind, when the questions, particularly No. 943, were put to me, and which I confounded (by using the same word) with the "constant regular examination," which, in my next answer, No. 944, I stated was practised, and which I referred to also in my answer No. 953, wherein I stated, that if any accident happened from a cause "which could have been perceived," the man appointed to look after the carriages would be "called to account;" and as, in nearly the last question put to me on this subject, No. 964, this distinction was drawn between the "frequent but slight examination" of a railway carriage, and the "daily complete one" of a mail-coach, I was not sensible of having confounded the two together.

With your Lordship's permission, I will now state more clearly and exactly than I did when replying to the questions put to me in different shapes, by three different Members of the Committee, the opinion which I meant to express, using the word inspection as distinguished from examination.

I consider that a general examination of a railway carriage, according to any routine that could be defined, and safely laid down as directions really to be followed, cannot be effected daily, and still less between each journey; but, that the same purpose is practically effected by

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by a more frequent, but more superficial inspection, by which any change is almost sure to be detected; and I consider that such frequent inspection should be constantly kept up at one terminus, or at both if the journey be long.

That I have always entertained this opinion, is proved by the circumstance that I have myself introduced a system, peculiar, I believe, to the Great Western Railway, of having a pit or sunk passage between the rails, on the arrival and departure lines of the principal stations (as commonly adopted in locomotive engine-houses), to enable a man to walk under the carriages as the train is made up, and thus more easily to see the most important parts.

This inspection affords a sort of negative evidence only that nothing wrong is observed; but by its frequency in the hands of a trustworthy man, it affords more security in its result than any attempt at a periodical and systematic examination of all the parts of the carriage in detail, similar to that practised with the mail-coaches, and which alone can afford positive evidence of the parts being perfect.

I trust your Lordship and the Committee will allow this explanation to be appended to my evidence.

I have, &c.
I. K. Brunel.

Veneris, 26° die Martii, 1841.

MEMBERS PRESENT.

Mr. Mr. Greene.	Lord Seymour.
Mr. Labouchere.	Lord Granville Somerset.
Mr. Loch.	Sir Harry Verney.
Lord Viscount Sandon.	

LORD SEYMOUR IN THE CHAIR.

James Chapman, Esq. called in; and Examined.

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983. *Chairman.*] With what railway are you connected?—The North Union Railway.

984. What are the termini of the North Union?—Preston at one end, and the Liverpool and Manchester Railway at the other.

985. What length is the railway?—Twenty-two miles.

986. How long has it been opened to the public?—Nearly three years.

987. What situation do you hold in connexion with that railway?—I am secretary and general manager.

988. You have had your attention called to the 11th clause of the Bill now before Parliament?—I have.

989. With reference to the discretionary power there given to the Board of Trade, do you wish to make any observations to the Committee upon the subject?—The North Union Company, and I believe all the others (certainly all that I am acquainted with), consider the clause as very injurious to their interest, and they think that it will inevitably divide the responsibility between their Boards and the Board of Trade, and they do not think that it will produce any increase of confidence on the part of the public. It will be injurious, because it will make us liable to orders which, whether applicable or fitting to our respective cases or not, we must direct our men to obey implicitly. I dare not disobey an order that I should receive from the Board of Trade. And if, under any circumstances, there was a large expense attending obedience to those directions, we must bear it. As our relations stand at present with the Board of Trade, when any suggestions come to us from the Board of Trade there is a great anxiety and a great wish to attend to them and carry them out, if possible; if, however, they become orders, I cannot help thinking, and firmly believe, that that feeling would be changed. The directors, I am sure, would feel it their duty to obey implicitly the orders they might receive, but they would, as matter of course, divest themselves of any responsibility attending the result. The rules and regulations which we make for the government of our line, fit as closely as we can make them to the cases that we have under contemplation, but on sudden emergencies the company's servants frequently break them on their own responsibility, because, in the first place, they have considerable experience, and they know very well that a blind obedience to such an order might occasion great mischief, and therefore they break

break them; that discretion to break an order is founded upon experience and a knowledge that they would be able to justify themselves; but if the orders of the Board of Trade are to be so dealt with, that is, if they are to be avoided or disobeyed whenever the parties carrying them out see fit, or whenever they think they have a good excuse for doing so, I apprehend they had better not be issued; while, on the other hand, if they are to be closely attended to and implicitly obeyed under all circumstances, it is easy to see that great mischief and danger might occur, the responsibility of which it would be unjust to place upon us. If, indeed, the orders were to be so very general in their nature as to have nothing special or particular in them, it is obvious that the companies would have no great difficulty in concurring with and obeying them, but if made to apply closely by parties who (I speak it with great respect) cannot have the requisite knowledge to enable them to foresee and provide for the occurrences that are continually varying upon a railway, they must be accompanied by a dispensing power, in order to avoid dangerous results. If that dispensing power were to be exercised by the directors, or even by the heads of the executive department next in authority to the directors, there might be something in it; but I have been myself some ten or twelve years connected with railways, and I know that the emergencies are so sudden, that the power to dispense with the rules must be left with the engine-man and switch-man: so that in fact, in this view of the case, the rule would be one which the companies would be bound to obey if no inconvenience was likely to follow it, otherwise they would avoid it. With the permission of the Committee, I would go on and make some observations about the peculiar recommendations laid down in the 11th clause. If I assume that the six suggestions made by the officers in their report are to become orders, then the first and second, which relate to time tables, would not be applicable at all to us; they would not suit our line at all. And with reference to that, I have a letter which, if I may be allowed to read it, I should be glad; it is from Mr. Booth since he returned to the country, showing how inapplicable such an interval of 15 minutes is. This letter I know to be Mr. Booth's handwriting, and it is as follows: "Dear Sir,—The Liverpool assizes are just now affording instances where the public convenience calls for those extra trains, which it is quite impossible to provide for in any system of time-table regulations. I have this moment received a despatch from Preston, informing me that the high sheriff and his retinue are coming from the north to Liverpool, and I have barely time to send off an express engine to bring on the train from Parkside. I had previously given orders for an extra engine to be in waiting to-morrow for the Judges, but at what hour they will come we know not. Not many days since the high sheriff, with a large retinue and 24 horses, requested a special train to move in the other direction, which was at once granted. I have thought that possibly these occurrences (not very important in themselves) might yet help to show the impracticability of any regulations issued from a distance being adapted to the varying emergencies of our railway traffic. Should you be detained many days, we shall be anxious to learn the probability of success, in what I think we may properly designate a good cause." If no train were allowed to start or to succeed another on any part of the line at an interval of less than 15 minutes, we should be thrown into inextricable confusion upon many occasions. For instance, when the Judges pass through our part of the country, I have always felt it to be my duty to offer their lordships a special train to go at their own time, whenever they think proper. We could not do so if that regulation were made.

990. Mr. *Labouchere.*] Is the mention of 15 minutes in that clause compulsory, or is it merely in the way of limitation upon the discretion proposed to be given to the Board of Trade?—I believe it is discretional; but I think time ought not to be the measure of the interval at all, as it could be no guide whatever. It could not be any guide whatever, unless the speed of all the trains was uniformly alike. In fact, for such a regulation to be at all intelligible, it must be supposed that the relative distances of the trains can be preserved by an uniform rate of travelling, like those on the Blackwall Railway, where a continuous rope, to which the trains are attached, is the medium of application of the power. There you can keep the trains at an equal distance, but we cannot. The trains are frequently unequal in weight, which must necessarily make them unequal

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unequal in speed; and besides the inequality in weight, there are many other disturbing causes which would make them at all times unequal in speed; and therefore time would not be any just measure of the interval to be preserved in any case. I believe that the effect of requiring always an interval of 15 minutes would be to take away time from those trains that do want it, such as the second-class trains, heavy-goods trains, and cattle trains, and so on, and to give time to the first-class and light trains, which do not want it. For these reasons, I apprehend that the discretionary power of issuing regulations in these respects can be nowhere so desirably lodged as with the responsible and deeply interested companies themselves, upon whom in almost all cases the greater part of the loss, damage, and obloquy of any mischance or any bad management, always falls. There are other recommendations in the Report, one with respect to not allowing ballast waggons to remain on the line within a certain prescribed time of the trains passing; I know that it is the case with our company, and I believe with all others, that all those waggons are forbidden to be upon the line within half an hour of the train time, under very heavy responsibility, and in such case the contractors for the maintenance are responsible for all the damage that may accrue, in the event of any, if their waggons are upon the line within half an hour of our trains; and I believe all the companies do the same. Then follow some recommendations with respect to signals; those, it is suggested, should be as nearly alike as circumstances will permit; we concur quite in that. And again, that the carriages should have buffer springs, and also that in every train one carriage in every four should be provided with a good and sufficient break. We do not object to that; in fact, we are far beyond that rule now. I should, however, for the regulation of these points, still prefer the experience of the parties themselves; as the arrangements and precautions necessary for public safety and convenience must be better known and understood by them than they can by any possibility be by comparative strangers. I have already observed upon the responsibility that we are under at present. We are deeply responsible to public opinion, and I may add to law also. If, however, this clause passes, and afterwards is not left a dead letter altogether, but is put into active operation, I am persuaded that its effects will be alike mischievous to the companies and to the public. It would create a divided responsibility, the respective shares of which cannot be defined, in lieu of the single one now existing, and which, after what has taken place before this Committee, I am sure will be much more deeply felt by us than even it has been yet, great as our anxiety has been. Besides, with very great respect to the officers employed (I am sure Colonel Smith is a gentleman I have the highest respect for), I think they cannot proceed safely, with their present stock of experience and knowledge, and that when they shall have acquired that which might entitle them to advise the Board of Trade, they will assuredly come to the conclusion, that general rules will not be applicable to all railways, long or short, with various gradients. Almost every railway requires some particular rule, only applicable to its own case. Any general rule made for all companies, except in some few unimportant particulars, would in all probability be productive of great danger, if implicitly obeyed; while I submit that if the companies are to have discretionary power to dispense with the rule of obedience when they see fit, it is almost a mockery to make or promulgate any rules whatever, if we are to obey them or not just as we think proper. There is another reason with which I would trouble the Committee, and that is, that I think every practical improvement which has taken place on railways has sprung from the officers of the railways themselves, and I believe that such a rule as is laid down in the 11th clause would damp and clog that very much; and I believe also that it may be safely doubted, whether if this power of interference with us had been made a condition with us at first (for I was one of the original proprietors of the Liverpool and Manchester Railway), these enterprizes, opposed as they were by almost every one in the kingdom but those immediately concerned in them, I do not believe they would ever have been carried out. And, finally, I think that public safety will not be increased by vesting in the Board of Trade an undefined discretionary power to issue such regulations as they may deem necessary; but that it is manifest that such a power, if really brought into operation, would have a contrary effect and tendency.

991. You have stated that you think it would be impossible for the Board of

of Trade, with any advantage, to issue any general regulations applicable to all railways?—I think it would be.

992. Are you aware of the resolutions which were passed at a general railway conference held at Birmingham, in last January, upon the subject of railways?—I am.

993. Were you present at that conference?—I was.

994. Were you a party to the resolutions then passed?—I was; I attended in my official capacity.

995. At that conference were not resolutions agreed to, of which the following is one: "That this meeting considers it desirable that there should be an uniform system of signals recognised and applicable to all railways, and they recommend that the following rules and regulations be submitted to the consideration of each railway company." Appended to that resolution were a series of rules and regulations proposed to be observed by enginemen, guards, policemen and others upon all railways, and also a code of signals recommended to be observed on all railways; was not that the case?—That was the case.

996. How do you reconcile the opinion you have just expressed, that it would be impossible to frame any general regulations applicable to all railways by the Board of Trade, with the circumstance just adverted to, that you were a party in the month of January to recommending the adoption of general regulations upon this subject to all railways?—With submission, I think I have hardly stated so much. I have said that general rules would not be applicable to all railways, long or short, with various gradients; that is, that a set of general rules so made would not be likely to be applicable to all railways. Those rules that were issued are very general, in fact they were a transcript pretty nearly of the rules that we observed on the Liverpool and Manchester, and North Union Railways. We run into the Liverpool and Manchester, and therefore we observe the same rules. The rules that were recommended for the consideration of the companies were a transcript of those rules; they were merely recommended for consideration.

997. Was any distinction drawn in those rules between short and long railways, or were they all agreed to as applicable more or less to all?—No, but a door was left open for discretion, by stating plainly, as I think it was put, that they were submitted to the consideration of each railway, and each railway would naturally take such parts as were fitted to their peculiar line, and would reject others.

998. Still, does not the fact of the resolution which has been read, and the regulations which accompanied it, having been agreed to at that general meeting, and submitted to the consideration of all the railways, seem to imply an opinion on the part of the meeting that there were some regulations at least which it would be desirable should be adopted as a general rule upon all railways?—Some very general ones.

999. Are the rules and regulations which are appended to the resolution just read to you of a very general, or are they of a particular nature relating to signals?—I think they are very general; they are principally calculated to prevent collision.

1000. In the code of signals which is recommended to be observed upon all railways, are the regulations proposed of a very general nature, or do they enter into considerable detail?—I think they do not enter into much detail. If I remember rightly, there are only three signals.

1001. Are there not special signals by night, and others by day?—Yes; but they are for the same purpose. Of course the signals we use by day would not do for night, but they are for the same effect.

1002. Is your objection, then, to regulations being issued and enforced on the part of the Board of Trade, founded upon a fear that the Board of Trade would go too much into detail, or is it founded upon the opinion that it would be impossible that the Board of Trade should suggest any general rules, of any kind whatever, that would be applicable to all or almost all railways?—I think I have stated that the rules to be made must be very general, and have nothing special or particular in them.

1003. Do you think that the Board of Trade would act safely if they were to enter as much, and no more, into particulars, as is done by the general railway conference in the rules and regulations which they recommended for the adoption of all railways?—I do not think they could.

1004. Why not?—Because I do not think they know how.

1005. But

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1005. But supposing the Board of Trade, for the sake of argument, to be sufficiently instructed upon the subject, and supposing they had issued the identical rules and regulations which were issued by the general railway conference upon this occasion, do you think that that which was a wise step on the part of the railway conference, would have been an unwise and dangerous one on the part of the Board of Trade?—If I could suppose that which is not, and which I think cannot be, then I perhaps might answer in the affirmative.

1006. Then your objection is not to its being impossible that proper rules and regulations should be formed applicable to all railway companies, but it is founded upon the fear that the officers of the Board of Trade are not sufficiently acquainted with railway management to be able correctly to form an opinion as to what such rules and regulations should be?—Precisely.

1007. But you think it would be advantageous to the public if proper rules and regulations were framed, which should be enforced, under proper limitations and with proper discretion, upon all railway companies?—If they could make rules applicable to each particular case, perhaps it might be so; but I think that each particular railway requires a particular set of rules.

1008. How do you reconcile that opinion with the opinion you before expressed, that the general railway conference took a wise and prudent step in recommending those rules and regulations to be circulated among all the companies for the adoption of all railways indiscriminately?—Because the rules suggested at that meeting are very general.

1009. Do not those rules comprise regulations as to the nature of the lights that are to be exhibited by night as signals on railways, and the nature of the flags that are to be exhibited on railways by day, and the various regulations that are to be observed with regard to those signals, and with regard to whistles as signals upon engines, and various other subjects of the like description?—They do; they were thrown out for the consideration of other companies, being those which we use, and being what answers our purpose; but I do not believe they would answer every other company's purpose. For instance, on the Great Western, I am quite sure that in some respects they would not do.

1010. If that was the case, you must be of opinion that the general railway conference went too far in recommending those signals as fit to be adopted on all railways?—Not too far in recommending them for consideration, which is all that was done.

1011. Was not an opinion decidedly expressed by that meeting that there should be an uniform system of regulations and signals recognized as applicable to all railways?—There was an opinion expressed that such a thing should be submitted for the consideration of the companies.

1012. But, besides that, are not these words to be found in the resolution that was agreed to at this meeting, in which you concurred: "That this meeting considers it desirable that there should be an uniform system of regulations and signals recognized as applicable to all railways"?—That is the form of the resolution, but it was coupled with a statement that they were thrown out for the consideration of the companies. That meeting could not presume to make regulations to bind all the companies.

1013. Still, although the meeting, in suggesting particular rules and regulations, did merely submit them to the consideration of each railway company, did they not express an unqualified and decided opinion that there should be an uniform system of regulations and signals made applicable to all railways?—Most undoubtedly, with the reservation, as a matter of course, that whatever was not applicable to the Great Western, or to any other railway, they would not adopt it; but so far as might be consistent with the nature of the case itself, no doubt they were recommended to have them uniform.

1014. Do you think that it would be desirable to attain that object as near as may be by an uniform system of regulations and signals made applicable to all railways?—I do not see any objection as to signals: for instance, we have hitherto had a red light or a red flag as a warning of danger. I think it would be very wrong to go and change the colour, for the sake of changing, and make green the warning. So far as uniformity goes in matters of that sort, I think it would be desirable.

1015. Do you know, as a matter of fact, whether at this time, upon all railways there is an uniform system of regulations and signals?—I think there is considerable uniformity, more than one might have expected.

1016. Is

1016. Is the same code of signals which is employed upon your line employed upon the Grand Junction, and upon the Liverpool and Manchester, and upon the Lancaster and Preston, and upon the Preston and Wyre?—I think it is. Perhaps I may be permitted to observe, that the Grand Junction may, under some circumstances, want more than we do; if they do, I have no doubt they have it.

1017. But you think there is no essential difference between the signals upon those lines?—I think not.

1018. If there was any difference, do you think that would be a source of danger?—I should think that if there was any difference which might be a source of danger, it would not exist a week; it would be changed in a week, for most of the directors are acquainted with each other.

1019. Does not this expression of opinion on the part of the general railway conference that it would be desirable that there should be an uniform system of regulations and signals recognized as applicable to all railways, and the communication of this resolution to all the railway companies, seem to imply that, at that time at least, there was some diversity of practice on the different railways, that was injurious to the public safety?—I think it does, and I believe such to have existed then and to exist now, but I do not apprehend that those differences are very essential.

1020. Lord *Sandon*.] You mean that the differences that now exist you think are not very important?—The differences in the signals, I think, are unimportant.

1021. Lord *Granville Somerset*.] Do you approve of Mr. Booth's opinions with regard to the propriety of running any risk for the purpose of forwarding special trains, rather than not forward special trains?—I do not quite recollect Mr. Booth's opinion.

1022. Mr. Booth, in the letter you have read, seems to think it an important fact to communicate to this Committee that, if the regulation with regard to the interval of 15 minutes between the starting of trains were strictly to be attended to hereafter, he could not send the sheriff of the county either backwards or forwards with his 24 horses at the particular moment when the sheriff might wish to go backwards or forwards?—I do not apprehend that he has quite gone the length of saying that.

1023. Perhaps you think that that particular instance is not of much importance in comparison with the safety of the passengers generally?—I think Mr. Booth in giving that instance states in his letter that he does not attach much importance to it, but he puts it as an instance where he could not comply with the regulation without inconvenience.

1024. Do you think the personal convenience of the sheriff of the county, with regard to arriving a little sooner, or starting a little sooner or a little later from one particular point to another, of so much importance as a sound regulation for the general safety of the passengers?—I do not think so.

1025. Do you think that particular instance ought to weigh in the slightest degree with the decision of the Committee upon this point?—That is for the Committee to judge of.

1026. What is your own opinion, you having the direction of an important railway, as being a means of communication to a very extensive district? Do you agree with Mr. Booth in thinking that the trivial advantage of forwarding any person, however high his station in society may be, at a particular moment, for his convenience, ought rather to be considered than the general safety of the public by whom the railway is used?—Certainly not.

1027. Do you think that there ought to be proper regulations observed, so far, at all events, as the safety of the public is concerned?—I think there can be no doubt of it.

1028. Do you think the safety of the public is or is not concerned in having a proper interval between the trains?—No doubt, a proper interval of space.

1029. How can you measure space otherwise than by time, so far as railway communication is concerned?—I think it impossible to measure it by time.

1030. You think that two trains may go off, one immediately after the other; that is to say, supposing you allow half a mile interval, you think it is of no importance how long the interval should be?—No, I do not quite think that.

1031. What is your idea of what may be safe for trains with regard to their succeeding

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succeeding one another?—Our rule is at least 10 minutes, but we do not pretend to carry that 10 minutes all the way along the line, because we cannot.

1032. Do you mean to say that you arrange your trains so as to run within 10 minutes of each other ordinarily?—No; our trains are at much greater intervals than that; but there are two lines which join into ours, and which two lines we work and find the locomotive power for them.

1033. What two lines do you work?—The Lancaster and Preston Junction line, and the Preston and Wyre line, and hitherto we have compelled the Preston and Wyre line to come into our station 10 minutes before the train from Lancaster, and the Lancaster train to come in 10 minutes before ours departs.

1034. Then your plan is, that there shall be a 10 minutes' interval between the arrival of one train and the departure of another?—Yes, and I think there should.

1035. What are the arrangements at this moment with regard to one train succeeding another upon your line?—An hour and 25 minutes is the smallest interval, except in the evening, when we are obliged to send an engine very shortly after the four o'clock train without any carriages. It is merely to bring the London mail down; it goes to meet the London mail. The Grand Junction engine brings the London mail to Parkside, and our own engine takes it on from thence to Lancaster. The up and down mails in fact cross each other; at least, the down mail engine crosses the engine that goes to fetch it.

1036. But you have a double line?—We have.

1037. What do you mean by "crossing"?—The engine that goes to fetch the London mail goes out very shortly after the 20-minutes-after-four train.

1038. How soon after that 20-minutes-past-four train does this supplementary engine succeed it?—There is a positive direction that it is not to leave the station till five o'clock; an interval of 40 minutes.

1039. And practically it is about 40 minutes?—It is about 40 minutes; it goes as nearly as possible to a minute. But although that engine starts 40 minutes after the other, by the time it gets to Parkside it is within ten minutes of the other.

1040. It goes so much faster?—It has not to stop anywhere, and it goes so much faster.

1041. What is the velocity with which that engine is supposed to go?—We order them to go very moderately, and we wish them to do so, but we find that they do not. An engine by itself will run very fast; you cannot run an engine without load slowly.

1042. What is the time that you think moderate for that particular purpose?—He is directed to take an hour, or an hour and a quarter.

1043. What is the distance?—Twenty-two miles.

1044. Then he ought to arrive at Parkside by six o'clock?—Thereabouts.

1045. At what o'clock ought the 20-minutes-past-four train to arrive at Parkside?—It should arrive at Parkside about 25 minutes past five, or half-past five; we consider it in good time if it is there at half-past five.

1046. So that if your orders are carried out, there ought to be an interval of half an hour between that single engine and the preceding train?—There should be.

1047. Do you think that 10 minutes, upon the average, would be a safe interval to elapse between one train succeeding another, supposing both trains to go at the same speed?—I think perfectly safe.

1048. Supposing a fast train to go after a slow one, would you think it then safe?—That is a case that I have never seen; we send the slow trains after the fast ones.

1049. But supposing a fast train were to start after a slow one, would you think 10 minutes then a safe interval?—I would not, because the fast train would inevitably come up with the slow one.

1050. Are you aware of what Mr. Booth said in his evidence before this Committee, about the practice upon the Liverpool and Manchester, of the fast trains coming after the slow ones; and that if the slow ones cannot get out of the way, of their waiting, and subsequently passing them?—Yes.

1051. Is it your opinion, that, however fortunate they may have been upon that railway, in point of avoidance of accidents, that that is perfectly consistent with safety?—I think it is.

1052. Upon what grounds do you think so?—If a man is running a fast train after

after a slow one he is doubly watchful, and I never knew an instance of a man under such circumstances running into it; it has never happened upon our line; and I think that he would naturally look ahead and see that the slow train had got into a siding before he attempted to pass.

1053. Is the engineman or the conductor of the slow train generally aware when a fast train is coming after him?—He is generally.

1054. He must know the arrangements with regard to all the trains that can in any way interfere with him?—Yes; the enginemen get acquainted with the whole course of the trains.

1055. Do you mean to say that they get acquainted with them as people get acquainted with things, by accident, or according to their own wishes; or is it part of their duty to get acquainted with them, and do you take pains to make them acquainted with those matters?—It is not my duty to make them acquainted, but it is the engine-master's duty to do it, and on our line I know that he does it; there is a table for starting; there are tables stuck up in various parts of the engine-shop, and those men know them perfectly well; indeed they cannot avoid knowing it.

1056. Mr. *Labouchere.*] When you say that there is a table for starting, you do not mean for starting from the original station merely, but applying to all the stations?—No, I mean merely the original station; I do not think it would answer upon so short a line as ours to have time-tables for the intermediate stations. As far as the public are concerned, we tell them, "You must be at such a spot if you mean to take a train by such a time;" at the same time we always name a time at which it is possible that the train can be up there.

1057. You have no time-tables upon your line except as applying to the stations from which the trains start?—To the stations from which they start, and to Parkside, the southern terminus of the line; there we branch out to Liverpool on the one hand, and to Manchester on the other, and our carriages are taken on by the Liverpool and Manchester trains, and therefore we are obliged to work tolerably accurately to them.

1058. *Chairman.*] You were understood to say that the contractors for maintaining the road are liable to a penalty if their waggons are on the road within half an hour of the passing of a train?—They are.

1059. Therefore, for that purpose, some time must be fixed upon?—They know habitually the time at which a train passes every part of the line, upon a short line. They say, "The train will be here at 10 o'clock; we must take care to have everything out of the way." Half an hour is a large margin upon a short line; our whole transit is only an hour.

1060. Lord *Granville Somerset.*] You say, that your junction with the Grand Junction trains, and the Liverpool and Manchester trains, forces you to keep your time?—It does, at Parkside.

1061. Do you mean that you are afraid, if you did not keep your time, that there would be collisions?—No, it is not for that, because there would be less chance of collision if the time were not kept exactly. By keeping our time, it frequently happens that three or four trains are all up together at Parkside, and it is clear that if we were to lose our time the number would be lessened by one train; but it is for the convenience of the public.

1062. Then you do not consider that want of exactness at Parkside would lessen the public safety?—No; but if we were not tolerably exact, we could not carry on our business.

1063. Then whether or no the public safety is promoted by exactness as to time, practically you are obliged to be exact?—We are.

1064. Do you find any difficulty in keeping your time for that length of 22 miles?—No.

1065. Then where would be the difficulty upon longer lines, where there may be five or six stages of 22 miles each, in keeping time?—I do not know that there would be any.

1066. Would not the general convenience of the public be much promoted by the exactness of arrival and exactness of departure?—So far as I know the practice upon other lines, I believe they are as exact as possible.

1067. From the experience and attention you have paid to these matters, do you see any inconvenience in laying down a general rule that the proper time of arrival at stations should be adhered to strictly?—That rule does exist.

1068. Throughout?—I think it does.

1069. Would

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1069. Would there be any difficulty in keeping a register of the arrival and departure of the trains at the stations?—None, I apprehend; I believe such is kept.

1070. That is one of the general rules that you would not object to having laid down?—I should not object to it, except if it was to be accompanied by a penalty.

1071. Why should you object to the enforcement of what you conceive to be a good general rule?—An engine may break its connecting rod, and it may be stopped from any other circumstance; and then if a penalty was to follow, I should object to it.

1072. Mr. *Labouchere.*] Does not that answer imply that the penalty would be enforced without any regard to circumstances, or any exercise of discretion?—If the penalty is not to be enforced, it would be no penalty.

1073. Are you aware whether, in the Bill before Parliament, the penalty is one which it is discretionary with the Board of Trade to enforce or not, according to the circumstances, or is it one which any common informer might sue for and recover from the railway company?—I am not exactly aware of that.

1074. Do not you think it would make a very material difference whether it was the one or the other?—No doubt it would.

1075. Lord *Granville Somerset.*] Supposing that the law upon any matter is broken by unavoidable accident, is it the habit in this country to punish parties so violating the law by unavoidable accident?—I think not.

1076. Why should you suppose that in the case of an engine rod breaking, or any other unavoidable accident which prevented the arrival of the train at the proper time, the penalties would be exacted?—I have not supposed that they would.

1077. Lord *Sandon.*] You entertain an unwillingness to be put in the position of defendants in case of any delay, even although you were convinced that upon a proper explanation of the circumstances, the penalties would not be inflicted?—Yes.

1078. You conceive that it would expose you to a great deal of vexation and loss of time in the management of your business, if upon every delay that happened you were bound to show that you were not culpable in the delay?—It would put us to extreme inconvenience.

1079. Would it not involve the transcribing a great number of documents and a great deal of correspondence?—It would be continually so; I should almost despair of being able to do the business. I am sure we must have a much larger establishment.

1080. Mr. *Labouchere.*] Supposing, for instance, this discretionary power were exercised in this manner, that all the railway companies were required to transmit periodically to the Board of Trade accounts of the manner in which the time-tables were observed by the trains; and supposing that it was only in case of a railway company very frequently, and very greatly, departing from the rules thus laid down, and proving that irregularity was not the exception, but almost the rule, upon such a railway, that interference took place; do you conceive that, under such circumstances, there would be any practical inconvenience of which any railway company would have a right to complain?—I think there would be a great deal of trouble attending it.

1081. You mean the trouble of making the returns?—Yes.

1082. You have said that you keep, and that every well-managed railway company does keep, a register of the manner in which their time-tables are observed by their servants?—I believe they do.

1083. But you think it would be an excess of trouble periodically, at stated intervals, to transmit a copy of the register to a public department?—There would be trouble attending it.

1084. Would it be more than the trouble of the clerk in copying out those returns?—I do not think the trouble very important.

1085. Lord *Sandon.*] How many items would you have upon your line of 22 miles every day?—I think last summer we had 38 trains, in and out, daily to Preston.

1086. How many stations are there upon your line?—We have none that we consider stations, except Parkside, Preston, and Wigan.

1087. How many stations would you have in the time-table?—Preston and Parkside and Wigan.

1088. Then

1088. Then you would have to transcribe 76 items for every day?—Yes; it would be a very great mass of figures.

1089. Mr. *Labouchere.*] But you do actually keep this account, as it is?—Yes.

1090. So that the labour would be nothing but mere copying?—No, there would be no compilation.

1091. *Chairman.*] Merely filling up a table?—Merely so.

1092. Mr. *Greene.*] Have not you more stations than those you have named?—We do not consider Exton, and Standish, and so on, as stations; they are stopping places where we take up passengers, but we have nobody there that would keep a register of time.

1093. But they are stations?—They are stations; but I considered the question as applicable to stations where we keep a register.

1094. Are they not the same sort of stations as some of those upon the Grand Junction?—No, they are not upon the same scale.

1095. But still they are stopping places connected with large towns?—Yes, they are stopping places connected with large towns; but it would be a very troublesome operation, and a very expensive one, to make us keep a register at all those places.

1096. Lord *Sandon.*] Then, when you say that there will be no difficulty in keeping the time at the stations, you omit all your stations but the termini?—Yes.

1097. But if you were to have at every station upon your line a time-table kept, at how many points should you have to keep one?—I think six, besides the termini.

1098. Mr. *Labouchere,*] Do you happen to know whether, upon all well-regulated lines of railway, time-tables are kept, and the times of arrival noted at all the principal stations?—Yes.

1099. Lord *Sandon.*] In that case you would have eight times 38 entries to return daily upon one short line?—Not quite so, for some of those 38 trains do not proceed south, although they come into our station; as, for instance, the four or five which are worked daily from Fleetwood come to our station, but they do not proceed south, but still they form part of the 38.

1100. But it would not be very far short of the number involved in the question?—It would not; there would be a very considerable mass of figures every day to enter.

1101. In the course of a quarter you would have a pretty considerable volume to make out?—Yes; and more, I think, than would be read.

1102. Lord *Granville Somerset.*] You state that your opinion is, that there should be a certain interval of 10 minutes between the starting of each train and its successor?—I think it is advisable.

1103. And that a quick train should never come after a slow train, if it can possibly be avoided?—If it can possibly be avoided.

1104. Your general practice, you say, is to have a longer interval than that?—It is.

1105. Taking the case of the special train for the sheriff, what reason should there be for their starting sooner than a quarter of an hour after any preceding train?—Had I been on the spot, I certainly should not have let it start till ten minutes or a quarter of an hour after.

1106. Do you conceive that a train which is unknown by the preceding train ought to have a greater interval before it starts, than a train which is known to be about to start?—The engineman who would have taken the preceding train to the sheriffs' or the Judges' train would know well enough before he went away that there was a train to follow him immediately.

1107. Do you think it would be the duty of your superintendent, then, to inform him of such a circumstance?—Certainly it would, if the thing was not so palpable that he would need no information.

1108. Looking at the impediments along the line, the workmen, and so forth, what security have you, with regard to those special trains, for getting such impediments out of the way?—If we have occasion to send a train immediately after another, the guard who goes with the first always warns by a flag, which we have on purpose, that there is a train coming after. That has arisen from a particular circumstance, which, if it did not take up too much time, I would explain. The train is a continuous one from Lancaster to Liverpool and Manchester,

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chester, divided at Parkside. The rule is, that the Lancaster part of the train is to come into Preston 10 minutes before our proper time of starting. Now, it has occurred that the Lancaster train has not arrived at all. Then we must go away at our time, or else our Preston passengers will be in the same dilemma as those from Lancaster. Then we send away our engine; and it has sometimes occurred that the Lancaster engine has arrived almost before ours was out of sight. We then let him go on immediately; perhaps keep him a minute or two, to give him a little water, or something of that sort, and then he goes on; but he knows what is before him, and the guard of the other train which went first has a flag to signify to the people along the line that the Lancaster train is coming up after him.

1109. And that flag would do for any extra train whatever?—Exactly, in the same way.

1110. Do you then see any practical difficulty in keeping an extra train till an interval of a quarter of an hour has expired; if no other difficulty arose from such a regulation as that, would that of itself be any difficulty?—It would be a positive difficulty in the case of the Lancaster train, because the Lancaster carriages have to go on to Liverpool and to Manchester by the Liverpool and Manchester trains from Parkside.

1111. The Lancaster train you think would be a positive difficulty, but an extra train would not?—With regard to an extra train, I might suppose an instance that the Judges might be so long delayed at Lancaster, that it might be late in the day upon which they must open the commission at Liverpool.

1112. But with regard to the extra trains, you do not consider that there would be that practical difficulty which there would be in the case of those trains from other railways which join on with yours?—Certainly not.

1113. Your railway is very peculiarly circumstanced, because its traffic mainly depends upon what is brought to it from other railroads?—Precisely.

1114. What are your arrangements with regard to those railroads with which you are united. How have you effected your arrangements with them?—When we opened the line, we agreed upon a principle upon which the receipts were to be divided upon the proportion of the service that each party was to render.

1115. Is the agreement founded upon that principle binding for any period?—It is binding for four years; it is a positive agreement for four years; but we have also a lease, an instrument under the common seal of both companies (I am speaking of the Liverpool and Manchester), and that lease can only be avoided by four years' notice, I think.

1116. Have you also an agreement with the Lancaster and Preston?—We have an agreement with the Lancaster and Preston.

1117. Is that something of the same sort?—No, our agreement with the Lancaster is for working the locomotive power.

1118. You take their locomotive power off their hands?—We take their locomotive power off their hands, and work it entirely.

1119. That is probably the best arrangement for both parties?—I think it is a very good one for them; at present I think it is a very indifferent one for us.

1120. Is that to endure till four years' notice is given?—No, it is voidable, I think, at six months' notice.

1121. Supposing that those railway companies should vacate those agreements, the one after four years, and the other after six months, how should you be situated, supposing they did not like your terms?—If the Liverpool and Manchester company were to bring their carriages to Parkside, which they must do, and which they naturally would do, we could take them on to Preston as we now do; and in like manner the Liverpool and Manchester company would take ours on to Liverpool and Manchester; in fact, our agreement with the Liverpool and Manchester company, is simply to do that which we are both bound to perform.

1122. Do you go into the Liverpool and Manchester line, or is there any space between the termination of your railroad and the property of the Liverpool and Manchester company?—No, our rails run into theirs.

1123. Supposing you quarrel, what powers are there now existing to force the two companies to come to an agreement to convey the traffic?—I apprehend we are both bound to convey the traffic.

1124. But supposing they took up their rails for 10 or 12 yards, and in that way

way made an interval between the two lines, how could that be remedied?—I think they could not legally do so.

1125. Nor you either?—Nor we either.

1126. Would the same thing be illegal as between you and the Lancaster company, supposing the Lancaster company chose to stop short of your terminus?—I think they could not do so.

1127. Nor you either?—Nor we either.

1128. You consider that the Preston and the Lancaster on the one side, and the Liverpool and Manchester on the other side, must unite with your terminus?—I think they must.

1129. So that however you might squabble among yourselves, so far the passengers would not be inconvenienced?—I think not.

1130. You have no means by your Act of preventing their carriages communicating with your railroad, and they have no means of preventing your carriages communicating with their railroad?—I think not.

1131. Have you ever turned your attention to the advantage of some Board of Arbitration being in existence, as to matters of this sort?—I have heard such incidentally discussed, but I never thought myself seriously about it.

1132. Do not you think that, more especially as the number of railroads connecting with each other is becoming larger, it might be advantageous to have something of that sort?—I think their own interest will be better.

1133. Does every man always take a correct view of his own interest or every company?—I think they come to do so at last; they may not in the first instance.

1134. You admit that it is a very important point that, for the safety and convenience of the public, squabbles of that sort should be as soon as possible settled?—There cannot be a doubt about it.

1835. Even supposing your objection to the general provisions of this 11th clause to be very strong, would you see any objection to giving the Board of Trade, as representing the Government, power upon points connected with the union of railroads?—It is a very difficult question, and I have not thought much about it, but I think we are better left to ourselves.

1136. Lord *Sandon.*] If not to the Board of Trade, should you object to its being left to the decision of any equitable tribunal?—I think that if there was any dispute between two railway companies, they would attend very readily to any suggestion that might be made by the Board of Trade; and I believe I have already stated, that so long as our present relations continue, their suggestions will be attended to with the utmost respect; but if they issue orders, we shall then attend to them, as we should be bound to do, and carry them out implicitly, but we should divest ourselves of all responsibility.

1137. Lord *Granville Somerset.*] Were you not at one time very much inconvenienced by the resistance which the Grand Junction Company made to carrying on the passengers in the same carriages?—I do not think we were inconvenienced further than this, that the public, such few as were then using the line, made a complaint, and of course we said, "We can do no more for you; we will do our best; we will try and get the Grand Junction Company to do this and to do the other;" the Grand Junction always said, "If you bring us a sufficient number of passengers we are quite ready to take them on in the same carriage; but if you send a carriage with only one or two passengers, we think they ought to leave the carriage at Parkside and get into one of ours that has got room for them;" and I confess I myself thought there was so much reason in that, that I was not very urgent with the Grand Junction to get them to run the carriages through.

1138. Then, perhaps, your opinions have been modified since you were examined before the Committee in 1839?—I saw our through-carriage from London to Lancaster go by the other day, just before I came here, with one passenger in it;" the morning before I came here, we turned the through-carriage off the line altogether and put it on a siding, because there was nobody to go to London.

1139. Were you not examined before a Committee of this House in the year 1839?—I was.

1140. Was there not some investigation then made into the very point now inquired into?—There was.

1141. Were you not present when Mr. Rathbone gave an answer on this

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subject, in reply to question 4862, upon the 2d of July 1839, the question being this: after stating the inconvenience of not taking places, and so forth, "Has there not been much inconvenience suffered by the public in consequence of their not being able to do so?" and the answer being, "I think there has; great complaints have been made"?—By those few that went.

1142. Is there not a possibility that the same sort of reasoning which you now apply upon this point might be applied upon other points of great importance to the public, where an union of two distinct railroads takes place?—I think it might be done; but the moment a case is made out, I do not believe that any railway ever continues to act long against what appears to be palpable public convenience; it would be against their interest to do so.

1143. You feel it rather a hardship at this moment sending one passenger in a large coach by himself?—We would rather not do so; but if we do not send a coach, of course we cannot have one back.

1144. It is rather expensive to you?—No doubt it is.

1145. If that was the case continually, should you be willing to send one of your coaches half filled?—If we were to find that only one person went in our through-carriage to London, that that was continually the case, I have no doubt we should drop it.

1146. Supposing you only found the carriage half filled?—I think the public are entitled to it then.

1147. Would not the expense be the thing to look at?—We do not look to expense so nicely as that comes to.

1148. Your general proposition is, that all the companies would consider the convenience of the public to so great an extent, irrespectively of their own individual advantage, as to render anything like a supervising authority upon this subject unnecessary?—I think so, decidedly.

1149. You say all your carriages have buffer springs?—All.

1150. And breaks?—I think every other one has a break.

1151. Are buffer springs expensive?—Yes, they are expensive in the first cost; I have some doubt whether they are really expensive, inasmuch as the carriage lasts a great deal longer with them.

1152. Then your opinion is, that buffer springs are a considerable element of safety?—I have not said that, but I think a train safer with buffer springs than without.

1153. The reason of their being not positively expensive is, that they prevent those violent jars and so forth to which carriages must be liable, even without a serious collision?—No doubt of it.

1154. But those jars must be much more serious when there is a serious collision?—Yes.

1155. Consequently, if they prevent small jars, they must have a little effect in preventing large ones having serious effects?—That they have some effect in a collision I have no doubt; but I have never been among those who have attached any great importance to them, because the spring the moment it is run up, of course begins then to re-act.

1156. But at all events there is that deadening of the collision?—There is.

1157. In short, with a view to your own safety, and thinking of your own comfort, and the probability of a collision, would you not rather be in a carriage with buffer springs, and in a train where every carriage had buffer springs, than in one where there were no buffer springs?—Undoubtedly I would; and if I had my will, I would have all the carriages in a passenger train with buffers.

1158. Have you ever thought of the system of putting breaks upon your engines, not upon your carriages?—Yes, I have thought of that.

1159. What is your opinion upon that?—I think there would be some additional safety in that, under some circumstances.

1160. Do you think breaks upon carriages conduce to safety, or not?—No doubt, so far as helping to stop the train goes; there may be some doubt as to the equality of the progressive motion of the carriage which the application of the break occasions, but I think it is not very important.

1161. But you are of opinion that upon the whole breaks upon carriages are an element of safety?—I think they are, provided they be not too many.

1162. How are the gradients upon your line?—There are many of 1 in 100.

1163. Does that prevail to much extent in the line?—I am sorry to say that it does.

1164. Then

1164. Then yours is a line upon which buffer springs and breaks may be very important?—Very important.

1165. How are the curves?—The line is nearly straight.

1166. That of course diminishes the disadvantage of your gradients?—Very much.

1167. What do you say about six wheels or four, as applied to either engines or carriages?—With regard to the application of six wheels to engines, it is a very moot point. I have no objection to a four-wheeled engine at all.

1168. Which have you upon your railway?—Ours are nearly all four-wheeled engines. With regard to carriages, I think that there is very little additional safety, if any, by putting them on six wheels; I think the axles ought to be all tested and ascertained to be of the requisite strength; and if they are, I believe the carriages are as safe with four wheels as with six.

1169. With regard to the examination of carriages upon your line previously to their being used, what is your habit?—Every carriage upon our line is examined before it goes out: in fact, it is examined directly it comes in. The carriages that are in transit to Lancaster, during the five minutes' stop, are all fresh greased and examined.

1170. There is a person appointed for that special service?—Precisely, and he notes down the number of every carriage.

1171. If anything happens to the carriages which either is serious, or which might have been serious, you call upon him to answer for it?—We do.

1172. In short, you consider him responsible?—Yes.

1173. Do you feel that a very onerous mode of proceeding?—I do not know what the parties themselves feel upon the subject, but I do not consider that the examiners think it so, because it is so easily performed.

1174. You think that there may be a fair practical examination conducted in the manner you have described, without any severe and serious loss of time of any very serious expense to the company?—No, if the question applies to a very minute examination, it is obvious that it cannot be done.

1175. An useful practical examination?—An useful practical examination, I think, can be had.

1176. And in point of fact is had?—Yes; if it is not, the servants neglect their duty.

1177. You do not find that there is any very serious consumption of time, nor that consequently any very serious amount of expense is increased by that?—No.

1178. At all events, you consider that both with reference to the safety of the passengers, and with reference to your own interest, any expense which that investigation may cost is very well incurred in that investigation?—We should be happy to double our safety expenses, if we thought we could secure positive safety.

1179. Looking at the great cost which every accident upon a railroad must occasion to the company, you naturally are very anxious to avoid accidents, and therefore you consider that every expense of that sort is very well laid out?—Very well laid out.

John Entwisle, Esq. called in; and Examined.

1180. *Chairman.*] WHAT railway are you connected with?—The Brighton and the Greenwich railways.

1181. In what way are you connected with them?—I am a director of each of those railways.

1182. You are not an engineer?—Not at all.

1183. Will you state, as regards those railways, what your feelings are with respect to the discretionary power proposed to be given to the Board of Trade in the 11th clause of the Bill?—I think there are objections both general and special. The general objections I think are principally these, that you cannot make any number of regulations generally applicable to all railroads; you must enter more or less into detail, and the entering into detail requires a knowledge which I think is only attainable by those who are daily conversant with the working of railways: and it is liable to this objection, which has been mentioned in Sir Frederic Smith's report, that the moment you enter into detail

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you more or less take the management of the railroads out of the hands of the present responsible parties, the directors and managers. I think that would have the effect more or less of counteracting the main object of the bill, which is ensuring the public safety. Sir Frederick Smith in his report says, "The Government should not attempt to regulate matters of detail so as to take the management of the railways out of the hands of the parties immediately responsible, viz. the directors and their officers." This, it appears to me, would be the case were they to interfere in matters of detail, as they must do in order to make any regulations which would be at all serviceable. I think it would diminish the responsibility of the railway directors, which would be attended with risk to the public. That is the first general objection I have to make.

1174*. Mr. *Labouchere.*] You think it would not be possible for the Board of Trade to insist upon all railway companies making regulations for themselves, according to some general principles, without the Board of Trade undertaking the task of interfering minutely with regard to those regulations?—I think that very few general regulations could be made, except such as are already in force on almost every railway. There is a great similarity of system in most of the railways, although the details are very different.

1175*. Was your railway represented at the railway conference at Birmingham in January?—It was.

1176*. Did you concur in the recommendations then made?—I did.

1177*. Did not one of the resolutions then come to contemplate an uniform general system of regulations applicable to all railways?—The origin of the resolution referred to, I think, was this. It was mentioned at the meeting that the signals on one railway, were almost the converse of those on others; that what would be a signal of safety on that railway would be a signal of danger on another; and that was thought undesirable, as persons who had been employed as servants on one railway might go to another, and have to use the same signal for contrary purposes.

1178*. And it was thought desirable, in order to prevent the danger and inconvenience of this variety of practice on different railways, that some uniform system of regulation should be adopted by all?—No doubt of it.

1179*. Of course, this railway conference had only the power of recommending the adoption of those general regulations?—Yes.

1180*. Do you think there would be any evil in there being somewhere a power of enforcing the adoption of some simple and general system of regulations of the nature contemplated by the railway conference, in case any one or more railways should refuse to accede to what that conference declared to be a desirable object?—I think there would be great danger.

1181*. Why so?—In the first place, it would require a very great knowledge of detail. Those very regulations that have been sent to the different companies have not, as far as I have heard, led to any material modification upon any of the railways; no doubt because they found that their own details were so different, that they could not adopt them; they were thrown out as suggestions to be adopted as far as they could be.

1182*. You said that those resolutions were come to from an impression on the part of the meeting that there were variations of practice upon the different railways which were dangerous to the public safety?—Upon one point I mentioned; I do not think there was any variety generally.

1183*. Do you know whether the recommendations of that conference have been so far attended to that the evil to which you have alluded has been obviated, and that a more uniform practice has been adopted on the different railways?—I do not know, for I am not aware what company was referred to as having this material difference from the others.

1184. You are not able accurately to state whether or not the resolutions have been a mere dead letter, in the way in which you first stated they were?—I said that I was not aware of any modifications having been introduced; I do not know that they have not been introduced.

1185. Lord *Sandon.*] You think the general object of uniformity is very important in itself?—Uniformity, as far as it can be obtained.

1186. But you think there are so many differences of detail connected with particular railways as would make it necessary to vary in some degree from that general rule, and you think that it is more desirable that that uniformity should be

be attained, as far as possible, by recommendations, rather than by absolute control?—Certainly I do.

1187. Do you believe that recommendations, especially if made by a public body constituted like the Board of Trade, would have great influence in inducing any company to accede to the alterations suggested, unless there were some very considerable objection to them?—I think they would have great effect; and it appears, from Sir Frederick Smith's evidence, that the suggestions which have been made, without any power of enforcing them, have been conformed to in many cases, where it was possible to do so.

1188. Mr. *Labouchere.*] Do you think that the recommendations of the Board of Trade would have more effect than the recommendations of a general railway conference?—Perhaps they might; I cannot say that they certainly would.

1189. If it should appear that the recommendations of the general railway conference have produced no effect, do you think the railway companies would attend more to recommendations from the Board of Trade?—I did not say that they had produced no effect; I said that I was not aware of any modifications having been introduced into the regulations of the companies.

1190. *Chairman.*] Have you any other general objections to state with respect to the discretionary power?—As regards public safety, it appears to me that considerable safety has already been attained upon the different railways; but I think it cannot be attributed to anything inherent in the locomotive system as applied to railways, but rather to the care which has been taken, and the expense which the companies have incurred to ensure good arrangements and trustworthy servants. I remember that when railways were first opened, there was great alarm about railway travelling: that has gradually subsided, and people now think it safer than any other mode of travelling; which shows to my mind that there was something obviously more dangerous in it in the outset, but which has been removed by care and watchfulness. It is also to be observed that the railways that have been the longest opened seem to be the most free from accidents, which shows that the system is of itself tending to perfection, without any interference on the part of a Government Board; the regulations issued by the companies, and the training of the officers of the companies, have already produced that effect to a considerable extent. In reference to the railway that I am more immediately appearing for, the Greenwich Railway, I may mention as an instance of it, that since the opening we have performed 170,000 distinct journies along the railway, and we have carried 6,800,000 passengers, without the loss of life or limb to any one.

1191. Along how many miles?—Three miles and three quarters. I quote this rather in reply to a question which has been put to one or two witnesses, whether they did not think that railways whose circumstances were impoverished might be disposed to dispense with their staff to such an extent as to make travelling dangerous. Now, it is notorious that from the beginning the Greenwich Railway has been embarrassed as regards money matters. If we had reduced our staff materially, I think it would have had the effect contemplated; but the facts I have stated will show that that certainly has not been the case, although if any railway company had inducements to be economical, it was ourselves; but our strong anxiety to take every possible precaution for the prevention of accidents was greater than any desire to economise. If the profits of the railway companies mainly depended upon the carriage of goods, as was at first expected, the case might have been different, because it might have been supposed that in the carriage of passengers they might be neglectful of anything which was not an important item of their own receipts. But on all the railways the main profits arise from carrying passengers, and upon short lines, such as the Greenwich, they arise exclusively from that; so that their interest is intimately bound up with the question of safety. Then again with regard to the discretionary power proposed to be given to the Board of Trade to issue regulations for different railway companies, as regards the expense it might entail upon the different railways, Sir Frederic Smith has stated in his evidence, that he thought that the electric telegraph might be ordered for any railway, upon the principle of its having been sufficiently tried to be no longer an experiment.

1192. Mr. *Labouchere.*] Did you understand Sir Frederic Smith to mean by that answer, that the Board of Trade would have the legal power of ordering that, or to say that it was a power which it would be reasonable or fair

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that the Board of Trade should exercise?—I am not aware that he said anything as to its being fair or reasonable, or whether the question was put.

1193. Are you not aware that the following question was put to Sir Frederic Smith, and the following answer given: "Do you suppose that telegraph communication being established on that line to be of an experimental nature or not? I should think it utterly impossible for any Government to force any company to adopt a regulation of that kind?"—I am not aware of that; I heard his answer, and took a note of it, which is what I have stated to the Committee. I did not understand it in that sense.

1194. Do you remember this question being put to Sir Frederic Smith, and this answer being given: "You think a telegraph communication might be ordered on any railway? We are now looking at the matter of power, not the application of that power, and as the clause stands, perhaps the President of the Board of Trade might have power to issue such a regulation, but one can hardly conceive the possibility of anything so absurd." Did you hear that question put, and that answer given?—I conceive the first part of the answer is what I have taken down, but I do not remember the last part.

1195. Do you remember the next question that was put: "Do you think it would be possible to give a discretionary power of any value to the Board of Trade, which, if exercised without common sense, might not produce the most injurious results to the railway companies? It is impossible to conceive of such a regulation being issued."—No; I cannot say that I carry it in my mind. What I have stated is with regard to the Government having the power. But besides the electric telegraph, there is a regulation which we have on the Greenwich Railway for the prevention of accidents, which would be exceedingly expensive upon many railroads where the receipts are less than ours. In cases of thick fog, we have men stationed so near one another, that they can hear one another talk. That would be very expensive upon a railway where the receipts are very small per mile. Our receipts are 250*l.* a mile, a week. There are some railways where the receipts are not more than 20*l.* per mile. It appears to me also that this power, if entrusted to the Board of Trade, would have the effect of operating as a bar to improvements in the general arrangements and management of the railways. With reference to that, Mr. Brunel stated something with regard to the improvement of signals; and it appears to me that there is another case in point, in regard to the use of four-wheeled and six-wheeled engines. In the first instance, four-wheeled engines were used on the Liverpool and Manchester Railway for some time; subsequently the six-wheeled engines were adopted, and were generally used, till the London and Birmingham began to use four-wheeled engines, which they have used exclusively. Now, after a trial of both those sorts of engines for ten years, the opinion is still far from being settled which is the best; some advantages have been found in each, and it is quite clear that a matter of this kind cannot be ascertained by a few experiments; it must be tried upon a large scale. Now, if you can imagine the Board of Trade to have had this power, they would probably have given an order upon the subject before these experiments had been tried by the London and Birmingham; and even if they had not, the mere apprehension of their power to disallow the four-wheeled engines would probably have prevented their going to such an expense as was necessary to ascertain which was the best, and you would never have had the mass of facts you have with regard to the comparative merits of the two engines. I believe that is all I have to say with respect to general objections to the discretionary power.

1196. *Chairman.*] Will you now state what you have to say with respect specially to your railway?—In the first place, with regard to the adoption of time-tables, that cannot be applied to the Greenwich Railway; our traffic upon Sundays and holidays is such that we are obliged to go as soon as the trains are filled.

1197. Mr. *Labouchere.*] A limitation of 15 minutes is obviously inapplicable to any short line, such as the Greenwich?—It is, and it is obviously inapplicable on longer lines where the stations are very near one another.

1198. That would probably be only the case upon short lines?—Upon some of the long lines the stations are near each other where there are large towns.

1199. *Chairman.*] Have you any time-tables upon your railway?—To this extent we have time-tables; we run every quarter of an hour upon week days, and

and we do the same upon Sundays and holidays, except when the crowd becomes great.

1200. What regulations have you for the trains that come upon your railway from the Croydon line?—The trains that come upon our railway from the Croydon line are started at fixed times, and have fixed time-tables.

1201. Have they not fixed times to come upon your railway?—As far as they can keep them according to those time-tables.

1202. What is the rule which you have with reference to their coming upon your line of railway; do they stop at the point of junction till one of your trains has passed, or do they come on without knowing whether one of your trains has passed, or is immediately going to pass?—It depends upon a signal given at the switches.

1203. If you have no time-table with reference to your own train, how can the man with the signal know whether a train is coming or not?—He can see to a considerable distance.

1204. As long as there is no fog he can see for a considerable distance, but in cases of fog what means have you then?—We have men stationed along the line at such a distance as to see a train coming, and to give a signal to one another.

1205. In a fog, you station so many men along the point of junction that they can communicate to one another the approach of a train?—Yes.

1206. Lord *Granville Somerset.*] Do you mean to state that you trust entirely to the men along the line to inform the signal-man at the Croydon junction of the coming up of a train, in case of a fog?—I am not aware that we have any other mode.

1207. How near is each man to another?—About 40 or 50 yards.

1208. How many men have you between the Croydon junction and Greenwich?—Upon occasions like that, we have about 10 or 15 men; they are near the stations; they are not in the intermediate part.

1209. What is the distance from the Croydon junction to the London station?—A mile and three quarters.

1210. What is the distance from the Croydon junction to the Greenwich station?—About two miles.

1211. What do you mean by 10 or 15 men; does that apply between the Croydon junction and London, or between the Croydon junction and Greenwich?—I think it would be the same either way.

1212. Is there not a great deal of difference, upon such an occasion as that, between the number of 10 and the number of 15, as to practical communication?—The thickness of the fog would make some difference; I am including what we have both at the Croydon junction and at the London station also.

1213. Is it the same after dark?—Not after dark; they see the lights of the train.

1214. You say that in case of fog you station men to give intelligence, and that upon the intelligence they give, the prevention of collisions between your trains and the Croydon trains depends?—Yes, mainly.

1215. How many men are distributed between the junction of the Croydon Railroad and your Greenwich station, in the case of a serious fog?—I think there would be about eight or ten men at the entrance of the station just before the switches, at the London end, and about as many more at the junction of the Croydon and Greenwich railways.

1216. How are the men at the switches to tell what trains there are coming up?—From those men being in advance of them; they extend over a space of a quarter of a mile.

1217. Then your prevention is this, that there is a line of a quarter of a mile of those men on either side of the junction, who are to inform the persons at the junction that a train is coming or not coming?—Yes.

1218. Do you think that a sufficient prevention?—I think so; we have never had any accident at the junction, and about 70,000 trains have passed over that point since the Croydon Railway was opened.

1219. Do you mean to say that since the Croydon railway has been opened, and using your line, there has been no collision?—I do not say that; there was one accident close to the London station, in a thick fog.

1220. Were those men placed as you now describe, at that time?—I believe they were; the accident arose from the neglect of our engine-driver not observing the signal, for which he was discharged.

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1221. The first train was stopped by some accident, was it not?—I think it was; there was one Croydon train and two of ours.

1222. Was the Croydon train first?—No; ours was first.

1223. Was not the third very near coming in collision, as well as the second?—I think it did come into collision. The first collision arose from the Croydon train going at its full speed to the London terminus; instead of which, knowing it was behind its time, and that the Greenwich train, which ought to have been behind it, must be in advance of it, it ought to have slackened its speed; and by that means it ran into the first train, just at the station. The third train was a Greenwich special train, dispatched with soldiers.

1224. Was there not some discussion as to whose fault it was?—We admitted that it was the fault of our engineer, but we said it was the fault of theirs also.

1225. With regard to night, in the dark, what means have you of giving information to the Croydon Railway whether a train is coming or not?—We have signal lights.

1226. Are they always safe?—I consider so.

1227. You have had no accident the last six months, have you?—We had an accident not very long ago.

1228. What were the circumstances of that accident?—It was the breaking of an axle of an engine.

1229. How soon did the next train come after that?—It must have been a quarter of an hour.

1230. If the train had been within five minutes, what would have been the result?—I do not think the result would have been at all different, for there was time enough for the conductor of the train to go back with lights to stop the train coming up.

1231. Where did they stop the second train?—I cannot say how near to the other, but they stopped it before it came to the other.

1232. But then they had time to go some distance?—Yes.

1233. As you allow an interval of a quarter of an hour, that interval of a quarter of an hour afforded them time to go back and meet the next train?—Yes.

1234. Supposing the next train had started within five minutes, would that have been sufficient?—I have no doubt it would; because we have had the same thing on a Sunday evening, when they started every five minutes.

1235. Can you state how far the men went back before they stopped the other train?—I cannot state that; we have had similar occurrences with trains that have started between those intervals.

1236. In the dark?—In the dark.

1237. How have you prevented accidents in those cases?—By sending men back with lights to caution them.

1238. When the Dover Railway is finished their trains will have to travel upon three different lines besides their own?—Yes.

1239. They will have to travel upon the Greenwich, the Croydon, and a portion of the Brighton?—Yes.

1240. Under what regulations will that be done?—I am not aware that any regulations have been adopted yet; neither the Brighton nor the Dover Railway is in sufficient forwardness to use the line.

1241. Has the Dover Railway any power of making conditions with you as to their traffic? Suppose the Dover directors should be such extraordinary people as to suppose that there must be a quarter of an hour interval between each train, what power have they to enforce it, so far as your portion of the line is concerned?—I apprehend the owners of the railway would have the power of regulating the intervals.

1242. That is to say, that whatever the Dover directors might feel upon the subject, you would have the power of sending your trains five minutes after theirs, or five minutes before, if you liked it?—I think so.

1243. And you think that is a power which ought to be left perfectly uncontrolled by any other party?—Yes; I do not see what good could be obtained by attempting to control it.

1244. Mr. *Labouchere.*] You said that although you were of opinion that a large police force upon a short railway, such as yours, conduced to public safety, yet you thought the amount of that force should be determined very much with reference to the receipts of the railway company, as it would be hard to force

force upon a railway that was not in the receipt of so much money as yours is the same precautions which are taken upon your railway?—Yes; I instanced that as a case where the regulations of one railway might be too expensive for another.

1245. Supposing a railway, the receipts of which were small, were, in consideration of that circumstance, very greatly to reduce the police force upon it to a degree which was manifestly inconsistent with the public safety, do you think that would be a proper state of things to be allowed?—No, I think not; but I think there is the greatest security that that would not be the case. The great interest of the company is to ensure safety, and it would be the most certain way of forfeiting that were they to reduce their police force greatly.

1246. You stated before that it was reasonable to suppose that, in determining the amount of police force to be placed upon any railway, the company would take into consideration the state of their receipts?—Large receipts evidently involve a large quantity of traffic; if they have less receipts, they must have less traffic and less necessity for such a police force; but the Board of Trade might think differently, and if they did they would have the power to enforce it.

1247. Mr. *Greene.*] In the arrangements made between the Greenwich, the Croydon, the Brighton, and the Dover, you all act as independent parties?—Not in every instance. The Croydon, the Brighton, and the Dover are going to have a joint station, in which they will be joint proprietors, at London Bridge, and the Greenwich Railway Company are not proprietors with them in that.

1248. With respect to the times at which the carriages of one company shall enter upon the line of another, that must be matter of private arrangement among yourselves?—At present we have none but the Croydon using the line. The Committee are probably aware that within a few months the Greenwich Railway, which is now in progress of being widened, will be double the width, and then those three railways will go upon entirely separate rails from the Greenwich traffic.

1249. But you will be obliged to come to arrangements among yourselves upon a great variety of other points?—Yes.

1250. Supposing that any one of those railways made terms which the others thought extremely unreasonable, is there any power of controlling that in any shape or form?—I think the Greenwich Railway Company, as proprietors of the road, have the power of objecting to anything which might be dangerous, such as the trains starting too near one another, or having objectionable engines.

1251. Supposing that, in making their terms with the other companies, they were to do anything which the other companies thought extremely unreasonable, is there any mode of settling the differences between those companies?—I am not aware that there is; no such difficulty has arisen.

1252. Supposing such difficulty to arise, do you apprehend there would be any objection to having some impartial persons, the Board of Trade, for instance, who might arbitrate in the matter?—I think there would.

1253. What would be the objection?—I think it would be very doubtful whether they would thoroughly understand all the details to be considered in the matter.

1254. If the Greenwich, for instance, should make terms which the others may think extremely unreasonable, what is to happen then?—I should imagine that the result would be that the traffic would fall off very much indeed, if the Greenwich were to object to any reasonable arrangement; but that would obviously be so much against their interest, that it cannot be anticipated.

1255. Have not those several railway companies come before a Committee upon one occasion, and complained of the difficulties which they found in making their arrangements with the Greenwich Company?—No, that was not the cause; they did not come to complain of the difficulty of making arrangements; they came to Parliament to request it to allow them to take land from the Greenwich Company, to build upon it.

1256. Was not that in consequence of the Greenwich Company insisting upon terms which they thought were unfair?—I am not aware to what you refer.

1257. Was not there a dispute as to the sum which they were to be charged for passing over the Greenwich Railway?—That was not the origin of their coming to Parliament: the origin of their coming to Parliament was a recommendation from a Committee of this House that some steps should be taken to prevent the four companies using the Greenwich viaduct, without some further

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arrangement being made to ensure safety; and both parties came with their own plan.

1258. Lord *Granville Somerset.*] Was there not evidence given on both sides, before a Committee which sat two years ago upon the subject of railroads, with reference to a disagreement between the Croydona nd the Greenwich?—Yes: they were both before Parliament at that time.

1259. Mr. *Labouchere.*] Did not the Croydon, the Brighton, and the Dover Railways enter into an arrangement by which they voluntarily bound themselves to appeal to the Board of Trade, if they could not agree?—I was not a director of the Brighton Railway at that time, and cannot answer for what they did.

1260. Lord *Granville Somerset.*] How long have you been a director of the Greenwich Railway?—Two years.

1261. You are not aware that there was a very serious disagreement between the Greenwich and the Croydon, and that evidence was given with regard to that before the Committee which sat upon railways in 1839 and 1840?—I do not at this moment recollect the subject of the disagreement you refer to.

1262. Mr. *Loch.*] Were you connected with the Greenwich Railway when an application was made by them to Parliament last session?—Yes.

1263. You are therefore aware that the House referred it to a Committee to consider the disagreements which existed between them and the other railroads, and that the Committee interfered in arranging the matter?—Yes, I am aware of that perfectly; that was regarding the different mode in which the two railroad companies proposed to satisfy the requirements of the Railway Committee.

1264. Was not there a disagreement about the station, for one thing, and did not the Committee insist upon the station being altered?—I think both companies were aware that it was desirable to change the stations.

1265. Are you not aware that there was a disagreement, and that the Committee insisted upon the station being altered?—That was when they were before Parliament.

1266. Have they not gone on disputing ever since; the Greenwich Railway and those other three railways?—No.

1267. Have they come to any amicable arrangement?—We have not definitively fixed everything yet, but we are far from having any disagreement.

1268. As to the rate of payment at which those three railways are to travel over your line, is there no disagreement?—No; that has not been mooted at all.

1269. Was there not a disagreement upon that subject, previous to that arrangement made under the authority of the Committee?—Yes; the Croydon Company wanted to take the land of the Greenwich Company, and widen the road themselves. The Greenwich Company proposed to widen it, if Parliament would give them extra toll.

1270. Mr. *Labouchere.*] Have accidents occasionally happened upon the Greenwich Railway by trains running off the line?—Not accidents to life or limb, but trains have got off the line.

1271. How do you account for that?—I cannot say; we do not go the full speed that they go upon most other railroads; but I do not know that that would have any great effect.

[*The following Papers were delivered in and read:*]

Railways Committee Room,
Whitehall, March 1841.

My Lord,

The committee at the meeting held at Birmingham on the 19th January 1841, which was adverted to in the evidence taken before the Select Committee on Wednesday last, beg leave to state distinctly, through your Lordship, that no power whatever was conferred upon them to bind railway companies in their communications with Government; which indeed is obvious, not only from the resolutions (a copy of which is enclosed) under which they were constituted, but from the fact that different deputations from several railway companies waited upon and were received by the President of the Board of Trade, and expressed their respective views upon the subject of the Bill now before Parliament.

They are anxious also, with the consent of Mr. Labouchere, to record the admission which he has been good enough to make, that the Committee objected throughout to the principle of any discretionary power being vested in the Board of Trade; and that it was upon his suggestion only, and merely as an alternative in case of such discretionary power being forced upon them, that certain limitations of that power, which he subsequently declined to admit, were submitted to his consideration.

We have, &c.
(signed) *Geo. Carr Glyn.*
C. Russell.
W. Chaplin.

To the Chairman of the
Select Committee on Railways.

Birmingham, 19 January 1841.

J. Entwisle, Esq.

26 March 1841.

At a numerous Meeting of Railway Directors, held this day at the large room, Queen's Hotel, Birmingham;

George Carr Glyn, Esq. in the Chair.

Moved by Charles Hood, Esq., seconded by Robert Garnett, Esq. :

Resolved unanimously,

1. That it be recommended to all railway companies that a permanent committee be formed for the purpose of watching the interests of railways; and that such committee shall have full power to call a general meeting of delegates from the different companies, where and whenever it may be deemed necessary; or to communicate, by circular or otherwise, any proposition which they may consider desirable. That such committee shall have liberty to engage proper officers, who shall receive adequate salaries, or remuneration; which, together with any and all other requisite expenses, shall be defrayed from a fund to be raised by a *pro rata* subscription from the railway companies that shall approve of such arrangement.

2. That it is desirable that such Committee consist of resident directors of railways terminating in London.

3. That George Carr Glyn, Esq., Charles Russell, Esq., and William Chaplin, Esq., be the committee, with full powers to carry into effect the objects above stated.

4. That a copy of the above resolutions be transmitted to the different railway Boards, soliciting their concurrence, and requesting the favour of an early reply, addressed to Rich. Creed, Esq. Euston Station, London.

George Carr Glyn, Chairman.

Lunæ, 29° die Martii, 1841.

MEMBERS PRESENT.

Mr. Easthope.	Lord Seymour.
Mr. Labouchere.	Lord Granville Somerset.
Mr. Loch.	Lord Stanley.
Sir Robert Peel.	Mr. Thornely.
Viscount Sandon.	

LORD SEYMOUR, IN THE CHAIR.

Samuel Laing, Esq. called in; and Examined.

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1272. Mr. *Labouchere.*] WHAT situation do you hold in connexion with the railway department of the Board of Trade?—I conduct the legal department, and general business and correspondence.

1273. Were you present when the solicitor of the Grand Junction Company made a statement to this Committee upon the subject of a correspondence which has taken place between the Board of Trade and that company?—I was present; and, with the permission of the Committee, I have a statement I wish to make respecting the course adopted by the Board of Trade upon that occasion. The proceedings of the Board of Trade, with reference to the case of Pickford & Co. *versus* The Grand Junction Railway Company, have been as follows: Mr. Baxendale, on the part of Pickford & Co., addressed a memorial to the Board of Trade, complaining that the Grand Junction Company had, with a view to obtaining a monopoly of the carrying trade between Lancashire and London, exceeded and infringed the provisions of their Acts of Parliament, and acted in an oppressive and illegal manner towards his firm. He further stated, that from the evidence given by Mr. Moss, the chairman of the company, before the Select Committee on Railways of last Session, he was led to believe that the illegal conduct of which he complained resolved itself into certain acts of partiality shown towards another firm of carriers, Messrs. Chaplin & Horne, and that under that impression he applied to the Queen's Bench for a mandamus to compel the company to treat all parties using their line alike, in conformity with the provisions of their Acts. That this application was dismissed upon a preliminary point of form, and that from the affidavits filed by the company in the case, it assumed a new aspect, viz. that Chaplin & Horne were not carriers using the railway, but agents of the company, and therefore that

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that the illegality consisted in a systematic violation of the provisions of their Acts on the part of the company. That under these circumstances, he had been advised that redress could not be obtained by renewing his action, without difficulty and delay; and he submits that the case is one which the Board of Trade ought to take up, under the clause of Lord Seymour's Act which empowers them to make railway companies conform to the provisions of their Acts.

1274. Lord *Granville Somerset.*] Is the statement you have made of Mr. Baxendale's communication to the Board of Trade a summary of his memorial, or was it an oral communication made by Mr. Baxendale in person to the Board of Trade?—It is a summary of his memorial, officially addressed to the Board of Trade. The Board of Trade sent a copy of this memorial to the company, with a letter, calling upon them for explanation upon the points in respect of which they were alleged by Pickford & Co.'s memorial to have acted illegally. These points were, first, the general charge of having acted illegally, by assuming functions unauthorized by their Acts; secondly, certain specific charges, which, if established, would show that the company had indirectly charged unequal rates, in order to favour themselves as carriers. These points were specified in the letter, in order to get rid of a great deal of irrelevant matter contained in the memorial, which would probably have led to a long and useless discussion upon the general question discussed before the Committee last year, of carrying upon railways. It was considered to be most desirable for the company, as well as for the Board of Trade, at once to separate the specific allegations of illegal conduct, upon which alone there was any possibility of the Board being called upon to act, from the general arguments upon the carrying question, which could lead to no result. It was stated to the company that the Board of Trade pronounced no opinion upon these points until both parties had had an opportunity of laying their statements fully before it, and that future proceedings would be guided mainly by the opinion the Board should then form as to whether Pickford & Co. had succeeded in establishing their case. The Grand Junction Company objected to this proceeding on the part of the Board of Trade; and although it is believed that these objections were founded upon a misunderstanding which has since been explained, and that the company no longer entertain the feeling which has been expressed relative to the course taken by the Board of Trade; still, as these objections have been stated before the Committee, and as they involve several points which are very material with reference to the construction of Lord Seymour's Act, and to the future proceedings of the Board of Trade under it, it is thought desirable to submit the following statement to the Committee. The objections raised before the Committee rested, as it is understood, upon two grounds: first, the particular ground, that the company was called upon to furnish evidence that might be prejudicial to it in certain legal proceedings then pending; secondly, the general ground, that the case was not one in which the Board of Trade ought to have interfered under the provisions of Lord Seymour's Act. With regard to the first objection, it seems sufficient to say that the memorial of Pickford & Co. states that the action which they had commenced had been dismissed upon a point of form, and was then out of court altogether, and the application to the Board of Trade to prosecute is founded expressly on the ground that the case had assumed a more general aspect, which rendered it not advisable for Pickford & Co. to renew their action. Of course, if the Board of Trade had entertained Pickford & Co.'s application, it would have made it a condition of undertaking the prosecution, that Pickford & Co. should bind themselves not to prosecute on their own account. If there were actions pending between the company and Pickford & Co. (of which the Board of Trade had no knowledge until it was so stated before the Committee), the company had only to state the fact to the Board of Trade, together with the reasons why they conceived that the circumstance of an action being then pending rendered it unnecessary and inexpedient for them to furnish the explanation asked for by the Board; and they may depend upon it that such statement would have been fully and fairly considered by the Board of Trade before any step was taken adverse to the interests of the company, or uncalled for by the circumstances of the case. The only remaining objection under this head is, that as the Board of Trade might ultimately decide on prosecuting, it was wrong to ask the company for information which might be used against them.

them. The answer is, that it would be quite inconsistent with the principles upon which the Board of Trade has always acted, to commence a prosecution against a railway company upon an *ex parte* statement, without having in the first place considered any counter statement the company might have to make; and, in the second place, if convinced that the company was in the wrong, tried every means of effecting an amicable arrangement. This is clearly the intention of Lord Seymour's Act; for it is expressly provided that no certificate shall be given to the Attorney-general, with a view to commencing a prosecution against any railway company, until 21 days after notice of the intention to issue the same shall have been given to the company; a provision which is obviously intended to give the company an opportunity of making a statement in reply, and to afford time for making an amicable arrangement. In the present instance, moreover, the information asked for by the Board of Trade could not by any possibility have prejudiced the company, inasmuch as the company have of their own accord given publicity to their case, by publishing the affidavits filed in the late action in the Queen's Bench, in a railway newspaper.

1275. Lord *Stanley.*] Did those affidavits of which you have spoken accompany the memorial to the Board of Trade?—No. Secondly, with regard to the general point, that interference on the part of the Board of Trade in such a case as that raised by the memorial is not justified by a fair construction of Lord Seymour's Act. It has been asserted that the operation of that Act was intended to be confined to points bearing upon the question of the public safety; and, in support of this construction, the preamble has been appealed to, which states "that it is expedient for the safety of the public to provide for the superintendence of railways." No principle of law is more certain than that the preamble does not control the express words of an enactment, and can only be looked to as a means of ascertaining the intention of the Legislature when the construction is doubtful. In the present case it is evident that the preamble cannot be resorted to as a means of construing the Act, inasmuch as several of the most material clauses, as, for instance, those relating to returns of tolls, traffic, &c. and to supervision of bye-laws, have obviously no relation to the question of safety; moreover, in the clause which empowers the Board of Trade to institute prosecutions for the enforcement of the provisions of Railway Acts, the words "public advantage" are used, and it is declared that the Attorney-general shall proceed "to recover such penalties and forfeitures, or otherwise to enforce the due performance of the said provisions by such means as any person aggrieved by such non-compliance might employ under the provisions of the said Acts." Even if the terms of the Act had been less decisive, the Reports of the Select Committee on Railways, and the proceedings in Parliament upon Lord Seymour's Act, would have set the question of intention at rest. The Act was introduced in conformity with certain resolutions of the Committee, which recommend the establishment of a general superintendence and control over railways, on the ground, not of public safety, but of "the absence of any effectual check from the operation of free competition," and the possession on the part of railway companies "of a practical monopoly." The fifth resolution, upon which the clause in question is grounded, is to the following effect, "that it is the opinion of this Committee, that it should be the especial duty of this department to see that the several provisions contained in all Acts of Parliament, having reference to railways, are duly observed, so far as the public interests are concerned; and this department shall be authorised to institute legal proceedings, at the public expense, in cases where such provisions have not been complied with." The 11th clause of Lord Seymour's Act was framed upon this resolution; and so far from its being conceived that the Act was intended to bear exclusively upon the question of the public safety, in the different discussions which took place upon the Bill in the House of Commons, the subject of the prevention of accidents (which had then attracted but little attention, and had been very little discussed before the Committee) was hardly mentioned. The chief subject of discussion was the propriety of enabling the Board of Trade to call for returns which would distinguish the charge made for toll from that for locomotive power. Admitting, however, that the case in question comes within the legal construction of Lord Seymour's Act, it is said that it is not a proper case for the interference of the Board of Trade, because it is the case of a private individual, or company, and not one of

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public interest. Looking at the language of Lord Seymour's Act, which declares that the Attorney-general shall proceed, under the certificate of the Board of Trade, to enforce the provisions of Railway Acts by such means as any person aggrieved by non-compliance with such provisions might have resorted to, it is evident that the Legislature contemplated interference in the case of private persons; that, in fact, it considered that the protection of private persons against illegal acts on the part of powerful corporate bodies might, in some cases, afford a sufficient public reason to justify interference. This view was clearly taken by the Committee on Railways, as is proved by the following passage in their Report (Second Report 1839, p. xiv): "Your Committee do not hesitate to repeat their opinion, that some such superintending Board will be required for the purpose of protecting the weak against the strong, and counteracting the evils incident to monopoly." In the present instance, however, the case raised by Pickford & Co.'s memorial is pre-eminently one of a public nature; that memorial being the only document before the Board of Trade, and the only question could be, whether, upon the face of the memorial, the Board of Trade ought to have refused to have any thing to do with it. The following remarks, therefore, must be taken as relative only to the case raised by that memorial, and not at all to the case as it may ultimately appear when the counter-statement of the Grand Junction Company has been received and considered. The allegation of Messrs. Pickford & Co. is, that the Grand Junction Company having undertaken a business which they are not authorized to do by their Acts, viz. that of general carriers of goods between London and Lancashire, have, for the purpose of obtaining a monopoly in that business, refused to carry goods upon the railway between London and Lancashire, unless the parties who employ them as carriers upon the railway, employ them also, or pay them if they do not choose to employ them, for distributing the goods from the terminus to their destination. This charge may be true, or it may not, but there can be no question that it is one of a public nature; in fact, a great part of the Reports of the Committee on Railways consists of evidence upon this very point. Petitions, signed by merchants, manufacturers, and other parties, were presented, stating, that they viewed with great alarm the prospect of railway companies obtaining a monopoly of the carrying trade, and that they greatly preferred employing private carriers. It was even pressed that railway companies should be prevented from acting as carriers at all. The Committee rejected this proposal, and reported to the House, "that at the present time any Legislative interference for the purpose of preventing railway companies obtaining a monopoly of conveyance would be objectionable;" but in the whole course of the discussion it was never even hinted that railway companies were to be allowed to obtain this monopoly by denying to carriers using their line (and therefore virtually to the public, who preferred employing such other carriers,) the rights guaranteed to them by the Acts of incorporation of the company; which, whether truly or falsely, is the charge alleged against the Grand Junction Company by Pickford & Co. This charge being made, and the interference of the Board of Trade being formally called for, there were only three courses which it was possible to adopt. First, to refuse to interfere; or, secondly, to refer the memorial at once to the Attorney-general; and if his opinion was favourable upon the points of law, to commence a prosecution; or, thirdly, to communicate the memorial to the Grand Junction Company, and call upon them amicably for an explanation upon the points in which their conduct was alleged to be illegal. The first of these courses, it is conceived, the Board of Trade could not have adopted without a manifest dereliction of the duty imposed upon it by the Legislature. The second course would have been justly subject to the imputation of acting with an undue degree of harshness and precipitancy towards the railway company. The third course, which is that which has been actually adopted, appears under these circumstances to have been the only one which could have been pursued with a due regard to the interest both of the public and of the Grand Junction Company itself.

1276. Has the question been since disposed of between the Board of Trade and the Grand Junction Company?—I cannot say that it has been officially disposed of, for the statement of the Grand Junction Company is not officially before the Board of Trade; but it has been stated by the Grand Junction Company, and I have no doubt of the fact, that an action is pending which involves

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one of the principal points raised by Mr. Baxendale, which we had no knowledge of at the Board of Trade.

1277. While the action is pending, of course it is not the intention of the Board of Trade to interfere?—I should think not.

1278. Lord *Granville Somerset.*] Will you state how the department which has been in the habit of attending to the concerns of railroads since the passing of the Act of last Session, is constituted: will you first state the gentlemen upon whom more particularly the duty is devolved, and then state how it is carried out?—It is devolved principally upon me and upon Sir Frederic Smith; it has devolved upon me to carry into effect the principles laid down by the President of the Board of Trade, and to conduct the correspondence. The engineering department has been of course with Sir Frederic Smith, since his appointment as permanent Inspector-general attached to the Board of Trade.

1279. Since when has Sir Frederic Smith had that appointment?—It was in December, I think.

1280. Various other engineer officers were employed by the Board of Trade, as well as Sir Frederic Smith?—In the first instance.

1281. Since Sir Frederic Smith's appointment, has the whole engineering department been placed under his superintendence?—Yes.

1282. And the legal department under yours?—The legal department and general department. In fact Sir Frederic Smith and I have conducted the whole business of the railway department, under Mr. Labouchere.

1283. What does Mr. Porter do, with regard to this particular business?—Mr. Porter was engaged at Paris in a commercial negotiation for a considerable time after the Bill passed, and on that account he was not able to take an active part in it at first, and he has many other engagements at the Board of Trade, and therefore he has not taken a very active part; he has confined himself principally to the statistical department.

1284. Does Mr. Porter's attention to this branch of business, under the Board of Trade, consist in obtaining, under the provisions of the Act, the proper statistical returns, and then digesting them?—No, it has hardly been so in fact.

1285. What has the fact been?—The fact is, that I have had that department hitherto in a great measure, and Mr. Porter has merely taken a part in it generally; when we have had any doubt what to do, we have consulted him.

1286. Mr. *Labouchere.*] Is not the business of the department under the general superintendence of Mr. Porter?—Yes.

1287. Lord *Granville Somerset.*] What authority has either Mr. Porter or yourself, or Sir Frederic Smith, severally or conjointly, independently of the President or Vice-president of the Board of Trade?—No authority, I apprehend.

1288. Do any of you institute any proceedings without the consent of either the President or Vice-president of the Board of Trade?—So far as writing letters, or acting in cases of no importance, where I have no doubt what to do, and where I feel quite certain that I am carrying into effect the views of the President of the Board of Trade.

1289. Was any official memorandum made of the constitution of this department of the Board of Trade?—There was a letter written to the Treasury recommending the appointments.

1290. State precisely the amount of authority that is delegated to you by the President of the Board of Trade with regard to railway matters?—I think it is stated in the minute of the Board of Trade, that Mr. Porter and I are authorized, in the terms of this section of Lord Seymour's Act, to sign communications to the railway companies in the name of the Lords of the Committee.

1291. When Sir Frederic Smith was appointed, was there any minute or memorandum made?—A letter was written to the Treasury.

1292. Mr. *Labouchere.*] Do you happen to know what is the annual permanent expense entailed upon the public by the establishment of the railway department of the Board of Trade?—Permanent, about 1,400 *l.* a year, I think.

1293. There was one clerk added to the Board of Trade when the railway department was established?—Yes, one junior clerk.

1294. Lord *Granville Somerset.*] Supposing an accident to be reported as having occurred upon any railway, would you feel yourself authorised, independently of the President or Vice-president of the Board of Trade, to give directions

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directions for investigation into it?—That would depend upon the nature of the accident; in some cases I should.

1295. In what class of cases?—Where the accident was one of a very serious nature, and one in which investigation might bring to light facts that might be of use.

1296. Then the Committee are to understand that in case of an accident of a serious nature, you would, in conjunction with Sir Frederic Smith, determine upon inquiry, without reference to the President of the Board of Trade?—If Mr. Labouchere was at the Board of Trade, I should consult him; if Mr. Labouchere was absent, and it was a pressing case, I should decide at once.

1297. Mr. *Labouchere.*] In point of fact, an accident having occurred at a time when the President of the Board of Trade was absent from London, you did take upon yourself to institute an inquiry?—In several cases.

1298. But when the President of the Board of Trade is in London, is it not your practice constantly to communicate with him upon any point of the least consequence that occurs in the management of the railway department?—Certainly, I have always done so.

1299. Lord *Granville Somerset.*] Whatever may be the press of business?—Yes.

1300. Supposing the President of the Board of Trade to be absent, has it been your habit, or would it be your duty, to submit any matter to the Vice-president?—No.

1301. The Vice-president of the Board of Trade is not supposed to interfere with this branch of the department?—That has been the practice.

1302. You have stated already that Mr. Baxendale's application was in writing, was there any personal communication with him or with any other party upon the subject?—Yes, with Mr. Baxendale, and his lawyer, Mr. Cardwell, a barrister who conducted his case.

1303. Was that conversation or communication on the part of Mr. Baxendale and his legal adviser with you or with whom?—With me.

1304. Alone?—Yes.

1305. Did you make any memorandum of that conversation?—No.

1306. Did you communicate the substance of it to the President of the Board of Trade?—Yes.

1307. It was an oral communication?—It was. It was, in fact, the purport of the memorial; they came to me, and stated their case, and asked what to do; and I put their statement in writing, and sent it in to the Board of Trade.

1308. Then that statement in writing of the substance of the conversation was communicated by you to Mr. Labouchere, and in consequence of his directions you wrote a letter to the Grand Junction?—Yes.

1309. Has any written communication been returned from the Grand Junction?—There was a copy of some resolutions passed by the Grand Junction Company applicable to it.

1310. Is it probable that those resolutions were written in misapprehension, and that some other answer will eventually be given, so far as you are able to state?—It is so stated on the part of the Grand Junction Company.

1311. Mr. *Labouchere.*] The transaction, therefore, is yet in an unfinished state; no final decision has been come to upon it on the part of the Board of Trade?—Yes.

1312. Lord *Sandon.*] Do you suppose that the Board of Trade will be able to carry out all the powers of the new Act, both as to licensing and other purposes, without a considerable increase of the establishment?—I think there must be some increase.

1313. Can you at all conjecture in what shape or to what extent that can be provided?—I should think it may be done at a very small expense, by somewhat increasing the establishment at the Board of Trade.

George Stephenson, Esq. called in; and Examined.

G. Stephenson, Esq.

1314. *Chairman.*] WITH what railways are you connected?—I have been connected with a great many: first, the Liverpool and Manchester.

1315. Mr. *Labouchere.*] How long were you the chief engineer of the Liverpool and Manchester?—I was some years there after it was finished; I also laid out the Grand Junction Line, and remained there till it was half finished.

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I laid out the Manchester and Leeds Line, and I remained there till it was finished. I laid out the York and North Midland Line, and finished that; the North Midland Line, the Derby and Birmingham, the Stockton and Darlington, and also several lines in the North of England that Bills were not got for. I assisted my son in laying out the London and Birmingham, the Chester and Birkenhead, and the Chester and Crewe. In fact, there is hardly a railway in England that I have not had to do with. I assisted Mr. Brunel in getting the Great Western Act. He was twice in Parliament, and I was with him both times, giving evidence for the Bill.

1316. Mr. *Loch.*] And the Carlisle and Maryport?—And the Carlisle and Maryport. I assisted many of the Scotch Bills; among others, the Glasgow and Ayr.

1317. Mr. *Labouchere.*] You have of course devoted much attention to the subject of the means of preventing accidents upon railways?—I have.

1318. Have you read the suggestions made by the officers of the railway department of the Board of Trade upon this question?—I think not; I know some of them, but I have not read any evidence upon the subject.

1319. Have you seen the report of the officers?—I have not seen that report.

1320. You have paid much attention to the subject of breaks?—I have.

1321. Do you consider them an important element of safety in railway travelling?—Certainly, the most important of anything that can be contrived for the safety of travelling. I believe that if self-acting breaks were put upon every carriage, scarcely any accident could take place.

1322. What do you mean by self-acting breaks?—Whenever the power is taken off the engine by the engine-driver, it immediately ceases to proceed so fast; all the carriages immediately run towards the engine, with the impetus put into them before the engine was retarded in its progress. Every carriage, as it approaches the next carriage, shall apply the break itself. Every carriage is brought into the state of a sledge; the rolling motion of the wheels ceases; and supposing that an engine was running on with 12 or 14 coaches, and that every coach had a breaksman, that is, 12 coaches and 12 breaksmen, and the whole of them upon the look-out to see if anything went wrong in the engine, to apply the break immediately, I conceive that the self-acting principle is fifty times better.

1323. Lord *Stanley.*] Upon what railways is the self-acting principle practically brought into operation?—It has not been much done, but we were doing it before I left the Liverpool and Manchester; I got some put on there, but they were given up afterwards; but why I do not know.

1324. Upon what railways have they been practically brought into operation?—Upon the Liverpool and Manchester, a short time.

1325. Have they been brought into operation upon any other railways with which you are connected?—No, but they are about doing so now.

1326. Where?—Upon the Derby and Birmingham, and upon the Manchester and Leeds; they are preparing for them.

1327. Mr. *Labouchere.*] Are they very expensive?—No, I think not; the breaks may cost from 5 *l.* to 10 *l.* for each carriage.

1328. Lord *Stanley.*] Are your present carriages upon the Manchester and Leeds furnished with the usual breaks?—They are.

1329. Then, although you have a very high opinion of the efficacy of those self-acting breaks, they have not been practically tested?—We have not had much opportunity.

1330. Lord *Granville Somerset.*] Are they patent breaks?—I do not know; I have heard of a man taking out a patent for it; but I do not see how that can be done.

1331. When you applied them upon the Liverpool and Manchester, were they patent, or were they your own invention?—There was no patent for them.

1332. Did you construct them yourself?—I did.

1333. Did you invent them?—I did.

1334. But you have never taken out a patent for them?—No.

1335. Do you know whether any improvement has been made or suggested in them?—I have heard that there is a patent taken out for them, but I do not know exactly the construction.

1336. Mr. *Labouchere.*] In the report made by Sir Frederic Smith to the

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President of the Board of Trade, he states that no train should be allowed to start without breaks. Do you consider that recommendation a judicious one?—I do.

1337. You think it is of universal application?—I do; I should say that the whole of the carriages ought to have breaks upon them, because it is impossible to tell how those carriages may be divided in starting.

1338. Do you think it would be equally safe to trust a heavy train to a break upon the engine or tender?—Not so safe as the application of breaks away from the engine. I conceive that applying the break to the engine or tender, is something like putting an obstruction before a ship at sea in order to stop her, instead of throwing the anchor out at the stern. All the carriages being loose besides, they will run to the place where the obstruction takes place. Of course, if the momentum is great, one carriage will tumble over another; I have seen that take place. I happened to be in the last carriage when the accident took place upon the North Midland; I looked out and saw the guard thrown out from the coach. If a self-acting break had been there, I believe no such accident would have taken place.

1339. Supposing there were no breaks to the carriages, and that in going up a plane of severe inclination, the coupling-chains of any of the carriages should break, would not the hinder carriages be exposed to the danger of running down the plane?—Certainly.

1340. Is not the Northern and Eastern Railway nearly a level line?—I believe it is.

1341. Is it not the fact, that notwithstanding this favourable circumstance, the company are having breaks put to all their carriages?—They are.

1342. Do you consider that judicious?—I do.

1343. If a railway were entirely your own property, should you consider it proper to put breaks to the whole of the carriages?—I would; I think I should have a saving by it; I believe there would be less wear and tear of the engines, less wear and tear of the tenders, less wear and tear of all the coaches; and it would be more pleasing to the passengers. As they are at present, the break is applied upon the tender and also upon the coach that the guard may be travelling in, till all the four wheels are raised and the fire comes flying from the wheels. That would not take place if the mode of stopping were divided through the whole train; there would be no occasion for the wheels to slide at all like glass; but where the break is applied to so few of the wheels they cease to roll, and slide along the rail, and the fire flies between the wheel and the rail, and of course a flat part is wearing upon the wheel, and when the wheel is left at liberty again, it will strike like a hammer; it will be unpleasant to the passengers, and of course cause more wear and tear to the carriages.

1344. Lord *Sandon*.] It will produce a jar every time the wheel comes to the flattened part?—It will.

1345. Lord *Stanley*.] By applying a break to every carriage you would not prevent the rotatory motion of the wheel, but only check it?—The breaks would be applied gently, and the striking could scarcely be felt; and their progress would be stopped in some degree.

1346. In short, a less degree of retention applied throughout the whole of the train will answer more safely and more effectually than by applying the whole of it to one or two carriages at different parts of the train?—Certainly.

1347. Sir *Robert Peel*.] Are you speaking of self-acting breaks now?—I am; I call them self-acting, because if an engine ceased to go on, the carriages all ran one against another; they will apply the break in doing that.

1348. Mr. *Labouchere*.] Are you of opinion that it would be an important point, with reference to the public safety, that there should exist somewhere the means of enforcing the use of breaks, at least to some extent, upon all lines of railways?—I am.

1349. Do you think the enforcement of such a principle would be causing an unreasonable degree of expense, or imposing any hardship upon any railway company?—I believe they would benefit by it in the end.

1350. Lord *Stanley*.] Do you believe that it would be desirable that the use of breaks upon every railway should be required by Act of Parliament, or that a discretionary power should be left to any party to enforce or not to enforce the use of breaks upon railways?—There are some railroads, certainly, that would require more breaking than others; but still I cannot see that it is a hardship

hardship for such a clause to be in the Act, wherever passengers are to be carried. If the gradients are very favourable they may increase the velocity to a very high degree, and then the breaks may be as much required as if the gradients were unfavourable.

1351. Sir *Robert Peel.*] Will the interest of the railway companies, and the desirableness of protecting their own property and the lives of the passengers that travel by them, induce them to take this precaution, as their own voluntary act, without the enactment of a positive law upon the subject?—I believe, as soon as it is found to be beneficial, and that it diminishes the wear and tear, all the companies will be induced to do it, even if it was not enforced by an Act of Parliament.

1352. Do not you think it very desirable that every heavy carriage upon a common turnpike-road should have a drag-chain?—Certainly.

1353. The interest of the proprietor induces him generally to provide himself with a drag-chain, without any positive injunction of an Act of Parliament?—It does.

1354. Do you think the same motive will induce the railway companies, when they are convinced of the policy of using a break, to use a break without being required by law to do so?—I think they will, as soon as the benefit is known, be induced to do it themselves.

1355. You say some railways require more breaks than others; therefore it would be necessary, in laying down any positive regulations upon the subject, to go into a detail of the breaks required upon different lines; and to say, for example, that there should be one break for every four carriages, would not be applicable to every line of railway?—I should say, more than that; my plan is to have all the carriages with breaks.

1356. Lord *Sandon.*] Do you mean self-acting breaks?—I mean self-acting breaks.

1357. In case the self-acting break should not be found to answer, would you wish to have a breaksman to every carriage?—I am sure the self-acting break would answer; I should say it would be too costly to have a breaksman to every carriage.

1358. Supposing for any reason these self-acting breaks were not adopted, can you lay down a general rule as to the number of breaksmen in proportion to the carriages which you would think it right to impose upon all railroads?—No, I cannot lay down a rule for that; it would depend upon so many circumstances as to gradients.

1359. Mr. *Labouchere.*] But you think an important point would be gained for the public safety, if the use of breaks, in some measure at least, were insisted upon and enforced upon all railways?—I think so.

1360. Although it might not be possible to enter into further detail, and to make different regulations for the different companies?—I think so.

1361. Lord *Sandon.*] There are certain railroads where you think that one break to every four carriages would be enough; there are certain others which you think would require one to every two carriages; then of course the general regulation, if it is not to be severe upon the one for which one in four would be enough, must be one in four for all; then would that regulation be of any use as applied to the railways upon which there ought to be a break to every two carriages?—I can imagine railways where one in four might be enough, but it would not be enough upon other lines.

1362. Do you know any railroads where there are no breaks now?—I do not.

1363. Lord *Granville Somerset.*] Was your attention attracted to a very serious accident which happened upon the Eastern Counties Railroad soon after its being opened?—I heard of it, but I do not know the particulars.

1364. You do not know that it was stated on oath before the coroner's inquest that the trains were going about 60 miles an hour when the accident happened?—I might have heard it stated.

1365. Supposing that was the fact, do you not conceive that the application of breaks, suddenly and injudiciously in such a case, might be injurious rather than advantageous?—A single break, but not if the whole carriages had been breaked, I think no such accident would have taken place.

1366. Supposing the velocity was acquired before the breaks were brought into action, do you think the application of breaks upon each carriage in the train,

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train, the engine still being in full operation, would or would not have been of advantage?—Certainly; breaks there, of course, would be useful.

1367. You do not think it possible that the breaks acting when the train is going at that velocity, might have a tendency to run it off the rails?—It is not possible that they should do so; the stopping the momentum following after the engine by bringing the rolling motion into a sledge motion, must have a tendency to prevent the matter rolling upon the engine that otherwise would come upon it; but if you apply the break to the engine, then it makes it press, because there is all the momentum of the matter behind, which will roll on, and the carriages will tumble one over another.

1368. The engine could not get out of the way, and the momentum of the carriages behind would be such as to overwhelm the engine, or if it did not overwhelm it, to cast the carriages off the rails?—Yes; and I believe it was something like that when the accident occurred upon the Eastern Counties Railway.

1369. Supposing any one of your self-acting breaks should fail, what would be the result then?—It would only be then as if it were not applied.

1370. Supposing your self-acting breaks were not successful, would it be desirable (independently of the expense) to have a man to each carriage, to apply a dozen independent breaks?—It would make it safe, but it would be so very expensive.

1371. Do you think that their acting together in that case would be essential, and that the possibility of their not acting together might be disadvantageous?—Acting together is the best.

1372. Supposing they put on the breaks at an improper moment, what would be the result then?—They could not put them on at an improper moment.

1373. You think the application of the break at an improper moment could not produce a disadvantage?—It could not be applied improperly if it was a self-acting break; it could not be brought into action when it was not wanted.

1374. Supposing there to be a self-acting break, and that the machinery snaps or gets out of order, what would be the result then?—It is not likely that they should all get out of order; if one got out of order, of course it would not be quite so powerfully stopped as if all remained perfect.

1375. Lord *Stanley*.] Supposing a train to be in a state of rest, and another train to come up, and run against the train, what would be the result of the action of your self-acting breaks upon the first train?—In that case the breaksman can relieve them all from their places merely by turning a handle.

1376. Then with the self-acting break you must have a breaksman to prevent the action of the break upon certain occasions?—When you want assistance, then it is necessary to lift the lever out of its place; it lies behind the buffers; the buffer spring would carry the break to its place; but if it was necessary to have the breaks out of their places, all that you require is to lift the lever.

1377. Do you mean that one breaksman, by the application of a single lever, could prevent every one of the self-acting breaks from acting?—He could.

1378. Lord *Sandon*.] Would his action affect them all at once?—That would not matter; it might be done just as he liked. I can imagine a case where a carriage is standing, and a train runs into it, and it would not matter whether the breaks were on or off; the whole smash would take place in a moment, and it would not matter whether the breaks were on or not.

1379. Supposing the collision came from behind, and supposing the train to be in motion, but not in motion so fast as the carriages coming on; if the first train keeps its action, it to a certain degree diminishes the force of the collision; but supposing the train which is going on to have upon it one of the self-acting breaks, would not the first effect of the collision be to check the onward motion, and to subject the first train to the whole force of the collision?—It would have that effect if they were not removed from their position by the breaksman, but would still have a breaksman there to attend to it.

1380. Sir *Robert Peel*.] What is the contrivance by which one man can manage so many breaks upon different carriages?—It is merely to have a connecting lever, coming up to where the man stands, running along the coaches, that shall touch the break.

1381. Lord *Stanley*.] And throw it out of gear?—And throw it out of gear. There is a variety of ways in which it might be applied.

1382. Sir

1382. Sir *Robert Peel.*] Can you depend entirely upon the lever being kept in a constant state of repair, so that it shall always be certain of being applicable when necessity arises?—It is so simple that I can hardly imagine its being out of repair.

1383. Lord *Stanley.*] How do you account for its being abandoned on the Manchester and Liverpool Railway, after being applied there?—I think it must have been because they did not think it necessary to lift the lever out of its place. If I had remained there, I think it would have been there yet.

1384. Lord *Granville Somerset.*] Would it be practicable to apply these self-acting breaks to carriages not previously prepared for them?—Yes.

1385. At an expense of 5*l.* to 10*l.* each?—£.5 or 10*l.*

1386. In the case of the Eastern Counties Railroad, in what way would the self-acting break have been brought into operation there, because in that case the engine itself was going at an immense pace?—As soon as the engine left the road, then the breaks would all be applied.

1387. Then, the moment the engine was capsized, the breaks would have come into operation, and have prevented further calamity?—Many of the carriages would be stopped by the application of the break before they came up to the engine.

1388. Your idea is, in that case the breaks would not have been brought into operation till the overturn of the engine?—Certainly not.

1389. Would not that have been a very great defect, or want of advantage in those breaks?—It is impossible they can be called into action till the first carriage is diminished in its velocity; then the breaks all come in play themselves.

1390. Would it not be desirable, for the sake of safety, that the break should come into operation before the engine is overturned?—No man can do it. When an accident of that kind takes place, I believe the break is never applied; the accident occurs before a man has time to think.

1391. Then it is no longer a self-acting break, so far as the prevention of great velocity is concerned?—It would not have any tendency to stop the velocity till the power is partially taken off the engine.

1392. If that is the case, the self-action is of less value, is it not?—It cannot be wanted at any other time.

1393. The self-acting break cannot come into operation till the engine itself is beginning to stop?—Certainly not; and it cannot be wanted in any other case.

1394. You think it can be of no use for the purpose of arresting the velocity of the train before the velocity of the engine is stopped?—Certainly not.

1395. Mr. *Thornely.*] What is the action of the self-acting break when the speed of the train slackens in going up an incline?—It would not operate at all.

1396. Mr. *Labouchere.*] Were you present at an accident which occurred on the 13th of September, upon the North Midland line?—I was.

1397. If there had been a proper application of breaks, do you think that that accident would have occurred; or if it had occurred, that it would have produced such fatal consequences?—I think it would not have produced such fatal consequences.

1398. Were there any breaks at all?—I believe there were two breaksmen upon the train. I do not know how many carriages might have breaks upon them, but those two breaksmen had breaks upon the carriages they were on.

1399. When you say that ill consequences happened in consequence of the want of a proper application of breaks, do you mean that there were not enough breaks upon that train?—As soon as the accident took place, one of the breaksmen was thrown from his place; I saw him fly off myself.

1400. You think it was for the want of self-acting breaks?—If the self-acting breaks had been there, all the carriages would have been breaked instantaneously.

1401. Lord *Sandon.*] Is there any regulation that the Board of Trade could have imposed that would have prevented that accident?—If there had been more breaksmen there to have applied breaks in time, that might have prevented it, but I cannot conceive that a man is prepared to do it; I believe that the accidents all take place so suddenly, that it is done before a man gets his break on.

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1402. If you were the consulting engineer of the Board of Trade, would you enforce the application of self-acting breaks upon every railroad?—No; I would put them on to a certain degree; I would not enforce them unless they were found useful.

1403. Sir *Robert Peel.*] You think that accidents generally happen so suddenly that it is impossible for the breaksman to apply the precaution?—I do.

1404. Is not that rather an argument against placing dependence upon breaks?—We have no other means.

1405. Does the self-acting break come into operation without the lever?—The lever is only to disengage them when they are not wanted. It is merely to lift the break out of its place, to get the assistance of another engine going behind. An assistant engine coming behind, of course would drive the carriages one against another, and if the breaks were not removed, in that case the break would be put on when it was not wanted.

1406. Mr. *Labouchere.*] Are you aware of the resolutions that were come to at a conference of the railway companies held at Birmingham in January last?—No, I am not; I was not there.

1407. Are you aware generally, that upon that occasion, certain resolutions were recommended for the consideration of all the railway companies throughout England, and that an opinion was expressed that it was desirable that some general regulations should be adopted?—I have read so, but I do not know particularly about it.

1408. Do you think it would be a practicable and desirable object that some regulations of a general nature, with regard to signals for instance, and other points connected with the public safety, should be generally adopted on the railroads throughout England?—I do.

1409. Do you think it would be possible to frame simple regulations of that nature which might be made applicable to all the railroads?—I think it might.

1410. Do you think that an important object with reference to the public safety would be gained if such regulations were made and enforced?—I do.

1411. Are you a large railroad proprietor?—I am.

1412. Should you, as a railroad proprietor, have any fear of a general discretionary power to make and to enforce regulations to secure the public safety upon all railroads, being entrusted to some department of the Government?—I think it is a very delicate point to define how far the Government ought to interfere. I think it ought to be so arranged that the responsibility of the companies should not be taken away.

1413. Do you think it would be possible to combine those two objects?—I think it would.

1414. Should you be afraid, if a power of that sort were entrusted to a responsible department of the Government, provided they were obliged to give ample notice of and publicity to any regulations which they proposed to enforce upon the railway companies, and that those railway companies had ample opportunities of protesting against them, and of making any explanation with reference to them which they wished; should you, as a railway proprietor, and as a person conversant with railways, be afraid of the effect of such a power upon the interests of railways?—I should not, if it were properly used. I can imagine a case where it might be a hardship upon a company; but still I think that something is required, and may be done, without injuring railway property.

1415. You said that you were aware that certain regulations had been agreed to by the railway conference in January, and recommended for the consideration of the railway companies; do you know whether any steps have been taken upon any of the railways in consequence of that communication from the railway conference?—I am not aware of any; there may have been, but I have taken very little notice of it; I did not attend the meeting.

1416. Do you think that there is at this moment sufficient diversity of practice on the different railways of England, with reference to signals and breaks, and with reference to buffer-springs and other points connected with the public safety, to render it desirable that there should be some means of enforcing the adoption of a more general system?—I think there is.

1417. Lord *Sandon.*] What are the general points upon which you would think

think it desirable that the Board of Trade should exercise a discretionary power?—I think there is one very important point, that large railways should not crush little ones; I can imagine a case of two collateral lines coming ino a main line which might be nearly in the same condition as to competing with each other, but that it happened that some of the directors of the general line were interested in one of those lines, and they might arrange the times of starting and stoppage in such a way as to make the one rich and to break the other up altogether.

1418. You contemplate that the Board of Trade should have the power of interfering with the times of departure of the trains?—I think so.

1419. Mr. *Labouchere.*] Do you think time-tables a very important circumstance for the public safety?—In many cases; but I do not think they could be carried out generally. If a line has very favourable gradients, it may not be necessary to have some time between the starting of one train and another; if the gradients are bad, then there ought to be more time between the startings.

1420. Do not you think it would be important that the general principle of working trains by time-tables should be adopted upon all railways?—I think so.

1421. Lord *Sandon.*] You mean by time-tables, having a time ascertained and published at which each train shall be at each station?—I considered it to mean the time of departure and of arrival at each station; I think it ought to be so arranged, that in case any train is prevented keeping its time the engine-driver should not be allowed to make it up by speed.

1422. By what regulation would you prevent it?—The guard must be one of the means of preventing it; he must have authority to prevent the engine-driver going beyond a certain speed; he has the opportunity of timing the miles, and he can tell whether he is doing so or not.

1423. Do you mean that, supposing a train to arrive 20 minutes late at the first station between Birmingham and London, you would require, under a penalty, that it should be 20 minutes late at every other station upon the road?—No, I mean that he should not exceed a certain velocity; I apprehend that he could make up part of his time, but he should not go with a velocity which I consider unsafe.

1424. You were understood to say that if a train was behind time you would not allow that to be made up by increased velocity in the next stage?—Not beyond a certain velocity.

1425. Mr. *Labouchere.*] Do you think there would be any practical danger in making a regulation that would effect that object?—I think it might be done.

1426. Lord *Stanley.*]—As a general rule to lay down, what would you suggest that the Board of Trade should impose as the maximum velocity, with a view to safety?—Different railways require different rates of velocity.

1427. Then you would give to the Board of Trade a discretionary power of prescribing the maximum velocity to be used upon each railway, and upon each part of each railway?—As much as they can.

1428. How far do you think it would be practicable for the Board of Trade to carry those regulations into effect, either as to judging of their propriety or as to having the means of enforcing them?—It is a very difficult point, but if it can be done it ought to be done; I think there may be some arrangement to bring it nearly to what it ought to be.

1429. Mr. *Labouchere.*] You think it could be done to a degree which would materially add to the safety of the public?—I think it would.

1430. Sir *Robert Peel.*] Do not you think it is manifestly for the interest of all railway companies to convince the public as much as possible of the security of railway travelling?—I do.

1431. Do not you think it would materially affect the receipts and profits of a railway company, if the public, who are in the habit of frequenting that railway, had an impression that there was not sufficient caution with respect to the mode of travelling?—I think it would.

1432. Supposing you were the engineer of a company, do not you feel certain that you would take greater precautions for the public safety than any other person could do who was not locally and practically acquainted with the circumstances of that railway?—I think it would be my duty to do so.

1433. Do you think you should have the power of doing it to a greater

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extent than any other person who was not practically acquainted with the circumstances of the railway?—I think so.

1434. Do you think it possible that any gentlemen, sitting in London, could give you instructions as to the precautions you ought to take?—I think there might be some rules laid down.

1435. Just mention them?—As to the velocities, and as to the loads; I grant it that velocity is a difficult thing to define, because different railroads require different rates of velocity.

1436. Suppose you to be the engineer of a railway 100 miles in length, in all probability, would not there be very great variations in the peculiarities of that railway, on different parts of the line?—Certainly.

1437. Would not there be parts of the line on which you could venture to travel at a speed much greater than upon other parts?—Yes.

1438. Does not it require very nice tact and discretion to determine which are those parts?—I think the time-tables are always arranged so as to allow the engines to go faster upon the favourable parts of the line.

1439. Can any one arrange those time-tables except a person that has an intimate knowledge of the peculiarities of the road?—None so well.

1440. Upon a part of the line which was, under very favourable circumstances, either a chalk cutting or a level line, might not there be a speed of 40 or 50 miles an hour for that particular portion of the line, without being dangerous?—I do not like either 40 or 50 miles an hour upon any line; I think it is an unnecessary speed; and if there is danger upon a railway, it is high velocity that creates it.

1441. What is the maximum velocity which you would prescribe for all railways?—It must vary according to circumstances; but I should say no railway ought to exceed 40 miles an hour under the most favourable gradients.

1442. Are there many parts of a railway upon which 40 miles an hour would be an excessive speed?—There are.

1443. Are there not parts upon which you ought not to exceed more than 24 or 25 miles an hour?—Upon a curved line, certainly.

1444. Therefore, it would not be sufficient to prescribe a maximum speed applicable to the whole of the line?—No, it could not be done; it must be the time between stations.

1445. There would be some parts of the line upon which a maximum of 25 miles an hour would be as much as ought to be allowed?—Yes.

1446. And therefore a rule issuing from any central authority, sitting in London, must have reference to the peculiarities of the line?—Certainly, they must understand the line, or they cannot lay down any rules.

1447. We are now speaking of a general rule; it would be necessary to understand the peculiarities of every railroad, if the rule were to be a general one?—Certainly, a general rule cannot be laid down; it must be made to fit the different conditions of each line.

1448. There must be a different system of rules for each line?—Yes.

1449. Would it be necessary also to have a different system of rules for a heavy luggage train and for a passenger train?—Yes.

1450. There must be particular rules for each train?—The luggage trains would not want the same velocity as the passengers, because the goods could not pay the same charges.

1451. Supposing you prescribed 40 miles as the maximum under the most favourable circumstances for a passenger train, could a luggage train attain that degree of velocity?—Yes, on some parts of the line; it might down hill.

1452. You would not allow a speed of 40 miles an hour down hill, would you?—If there is no check upon him, he could do it.

1453. If you imposed a check, it is probable that you would apply the maximum speed of 40 miles an hour to the level part of the line rather than to a descent?—The level line might have curves; you cannot define it, except you have the whole line before you, because a level line may have curves.

1454. A level line without curves is most favourable for great velocity?—Certainly.

1455. Mr. *Labouchere.*] Do you think it would be beneficial for some central department to examine the time-tables of the different lines of railway, and to see the way in which those tables were adhered to, by procuring returns of the times of arrival and departure of the different trains from the different stations, and

and to form a judgment from those whether on particular parts of the line it was or was not the case that an undue rate of speed was used?—Certainly, I think so.

1456. Do not you think that if a discretionary power was given to a central department upon that subject, it might be exercised, not by themselves undertaking to construct the time tables and to specify the hours of arrival and departure for each particular railway, but only by interfering in instances in which it was manifest that there was a practice of travelling at a dangerous rate of speed upon particular parts of the line?—I think that when any arrangement is made upon a line, the Government engineer and the engineer belonging to the railway, ought to meet together to discuss the different points, and I think in almost every case they would agree; I can scarcely see how they could disagree if they both wanted to do what is right.

1457. You are of opinion that the probability is that in practice a power of that sort given to the Board of Trade would very seldom be called into operation, and that if the officers of the Board of Trade remonstrated with the managers of a railway upon any subject on which the latter were clearly wrong, they would be likely to agree to the suggestions of the Board of Trade?—I think so.

1458. But do not you think it may be desirable that there should still remain behind, to be used only in extreme cases, a power to enforce those general regulations if any particular railway was to refuse to adopt them?—I think so; I think if the regulations are reasonable, and if any company should exist that would not adopt those regulations, the Government should have it in their power to enforce them.

1459. Do not you think there would be a great security to the public that those regulations would be reasonable, if it was provided that before they could be enforced upon any railway, ample notice must be given to that railway of the intention of the Board of Trade to enforce them, and sufficient opportunity of remonstrance on the part of the railway company?—Yes, when such a clause as that is put into the Bill, I think that it is not likely that anything unreasonable would ever be enforced; if the companies had an opportunity of making out their own statement to show that the Government engineer was wrong, I think that the Government engineer would give in to their views if they proved that he was wrong.

1460. Lord *Sandon*.] If the Government engineer and the engineer of the railroad differed upon those points, which, in your opinion, would be most likely to be in the right?—The practical man is certainly most likely to be the best judge upon a difficult point, and he has a right to be the judge.

1461. Lord *Stanley*.] You have mentioned, as one point upon which it is important that there should be a power of regulation, the degree of speed of the different railways; are you aware that that is specially excepted from the power given to the Board of Trade?—I am not aware.

1462. Can you mention any other particulars upon which the Board of Trade ought to have the power of making regulations, beside the rate of speed?—No.

1463. Mr. *Labouchere*.] What do you think with regard to signals?—I think they should have the power with regard to signals.

1464. Mr. *Easthope*.] With respect to the Government engineer, do you consider that the practical safety of the passengers upon the railways would be promoted by that co-operation of the Government engineer and the engineers of the companies, which you have described?—I think it would; if it were carried on harmoniously I should have no dread of any injury from the Government engineer.

1465. Do you think that the very point which has been referred to, of the regulation of speed in relation to curves and in relation to gradients, would, when it came to be discussed by those two parties, be sure to be adjusted so as to promote the public safety?—I think so.

1466. Do you think that, in some cases, it would be of advantage to the public safety that the engineer of the company should have the co-operation of the Government engineer, in order to keep him right, as against the anxiety of the company themselves to go at a greater rate of speed than he would consider safe?—I think that might be.

1467. Would you consider it of advantage to have the investigation of a

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scientific man, such as the Government engineer, who would have no particular interest in relation to the railway which he was engaged about?—I should have no fear of it myself.

1468. Would you or would you not think it of advantage to have the investigation of such an officer as that, who had no private interest and did not represent any party that had a private interest?—I think it might be more satisfactory to the public to know that such assistance was given by a Government engineer.

1469. Lord *Granville Somerset.*] You stated that you had been examined with Mr. Brunel when the Great Western Railroad Bill was before Parliament?—I did.

1470. Do you happen to recollect whether, upon that occasion, a question was put to you as to the space of time in which with safety you conceived you might pass between Bristol and London by means of a railroad?—I think it was put to me, what might be the speed that might be attained; I stated several times that there was no precise limit to the speed; that 100 miles an hour might be got, but I always qualified that by saying that the public must be the best judges of what was a safe speed to travel at.

1471. Did not you state upon that occasion that you thought that persons might go by railroad between London and Bristol, supposing the railroad was constructed in the best manner possible, in an hour and a quarter?—I do not recollect that I said that, but I am quite sure that I never stated that it was safe to travel at the rate of 100 miles an hour.

1472. Are you aware that at this moment, upon a great portion of the Great Western Railroad, carriages are in the habit of travelling 40 miles an hour?—I know that.

1473. Do you conceive that that speed of travelling is positively unsafe?—It is safer to go 30; but upon a line like the Great Western, so favourable in its levels, they may go faster than upon any other line, because it is so favourably circumstanced and so level; and I think if there is one line that ought to attain greater speed than another, it is the Great Western.

1474. Admitting that line to be so advantageously laid out and circumstanced, do you still retain the opinion that 40 miles an hour travelling is so dangerous a rate of travelling as to justify the Board of Trade in preventing it, supposing they had the power?—It is my opinion that they ought not to exceed that; I do not mean to say that upon some lines it may not be exceeded.

1475. Assuming that the Board of Trade were to adopt the opinion you have expressed, and to believe that 40 miles an hour is too great a speed of travelling for safety, do you think it would be the duty of the Board of Trade to insist upon the Great Western Railway Company reducing their speed?—I should not like to give an opinion upon that.

1476. Would it be right in your opinion, for the Board of Trade to have power given them as to the other minor particulars, and to have no power given to them as to the rate of velocity?—I think they ought to have power as to the velocity.

1477. Supposing the power of limiting the speed of trains be expressly excepted out of the power given them by this Bill, or rather, supposing there to be an express prohibition inserted in the Bill against their having that power, you do not think they would have sufficient power to secure the public safety?—I think it would be better to have that power.

1478. Do not you consider that a proper regulation of the velocity is one of the greatest elements of safety?—I think so.

1479. So that if the Board of Trade be prohibited interfering with the velocity, you think that one of the great elements of safety to the public will be put out of their reach?—I think it will.

1480. Sir *Robert Peel.*] Which do you think the safest mode of travelling upon the whole, looking at great averages and general results, railway travelling or travelling by coaches?—I think railroad travelling is safer than by coaches; except you get to a very high velocity; then an accident may be very serious.

1481. Do you think it very improper that coaches should travel occasionally at 12 or 14 miles an hour?—I think it is; I think a coach at 12 miles an hour is worse than a railway at 40.

1482. Do you think there is any argument for the regulation of the speed of railway travelling that would not also apply to stage-coaches, or do you think, upon

upon the whole, that the interest of the parties is the best safeguard to rely upon?—I am not aware that there is any power to prevent coaches travelling with great velocity, but I think there ought to be a power to prevent it; I think the public safety would be increased if there were.

1483. Would you advise the Board of Trade to undertake that too?—No.

1484. Mr. *Labouchere.*] Before railways were established, if a man wanted to go from London to Bath, might he not go either by one of the very quick coaches, or by a safer and slower coach if he preferred it?—Yes.

1485. Since the railway has been established, it is difficult for any man to go by any other means than the railway, from Bath to London, whether he likes going very quickly or not?—He cannot help it; he must take the speed that is prepared for him.

1486. Lord *Sandon.*] With regard to the regulation of the speed, would it not be of advantage now and then to go beyond the regulated speed, for the purpose of getting out of the way of a succeeding train, if by any accident the first train had been delayed upon the road; would not, in such a case, upon the balance of evils, the least evil be sometimes to put on extra speed?—I can imagine such a case; if the engineer is so far behind his time that he knows that another is approaching, then, if the road is not a curve, he may venture to go faster; but still it would be the duty of the other engineer to be upon the look-out.

1487. But, upon the balance of evils, it would sometimes be the least of the two to accelerate the speed beyond the regulated amount?—I should certainly expect that the engineer of the following train should be the one to draw off his speed.

1488. Supposing he has no reason to expect that any train is just before him?—If the signals are perfect he will know; I think the signals may be so arranged at the stations that, without any attendance, the engine shall make the arrangement of the signals of itself as it passes. Supposing there was a train passing a station, not to stop at that station, it might be so arranged that the engine, as it passes, shall put the signal into such a condition that it shall tell how many minutes it had gone before the next train comes up.

1489. Then you think there may be self-acting signals as well as self-acting breaks?—I have heard three or four plans for the purpose.

1490. What is the nature of the plan?—It is merely the engine coming in contact with something, and sliding something out of its way, and that winds up a weight; there are various plans that have been suggested for it.

1491. Would you have the same speed regulated, upon the supposition that the engine was furnished with six wheels, as if it were furnished with four wheels?—I think it is much safer to have six wheels than four.

1492. If six wheels were adopted, you would permit a greater speed than with four wheels?—I think it is safer to travel at great speed with six wheels than with four. If the railway should happen to be a little out of order, the four wheels will get into a swinging motion; if you look out of the windows, you will see a sort of serpentine motion taking place with a four-wheeled engine which does not take place with a six-wheeled engine.

1493. Would you enforce six-wheeled engines throughout?—I do not know that I should advise that, so many engineers have different opinions.

1494. Mr. *Easthope.*] Have you ever travelled on an engine when it has been going at a very high rate of speed?—I have.

1495. Do you think the engine-driver has the same control over the engine when it is going at a very high rate of speed, as when it is going at a moderate rate of speed, say 25 miles an hour, with reference to his sight of things upon the road?—If his attention is drawn to any object before he arrives at the place, he may have a pretty correct view of it; but if he only turns himself round as he is passing, he will see it very imperfectly.

1496. Supposing he is passing round a curve at a very high rate of speed, is it possible that his vision can give him the same benefit while going at that high rate of speed as when going at a more moderate rate of speed?—Certainly not.

1497. With all the care which it is possible for him to exercise, do not you think his power of vision is less useful for the purpose of safety, at a high rate of speed, than at a moderate rate of speed?—Certainly; if you just turn round to look at an object which you are passing, supposing two trains are passing

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each other at 30 miles an hour, you can scarcely tell whether there is anybody in the coaches or not.

1498. Would not that apply to anything upon the road; would not the engine-driver, if he was going at a moderate speed, be able to see anything upon the railway at a considerable distance, so as to make some preparation by slackening his speed?—If he is looking forward, the sight is not affected at any velocity, because he has the object before him; it is only when he looks at it laterally that he cannot judge of it perfectly.

1499. Did it ever occur to you to mark the difference in the power of vision when going at a very high rate of speed upon the outside of an engine, and going at a moderate rate of speed?—I have done so.

1500. And you have perceived a considerable difference?—Certainly, looking sideways.

1501. Lord *Sandon.*] Would not there be a danger, if the Board of Trade enforced upon all the lines of railway any real improvements which had been adopted upon one line, that it would check the improvement upon other lines?—No, I do not think it would.

1502. Supposing for instance any self-acting break or self-acting signal adopted by one company were enforced throughout all the railways, would it not check the progress of improvement and prevent other companies from looking out for something better?—Certainly not; if any person came forward with anything better, let it be adopted; the officers of the Board of Trade would have sagacity enough to see whether it was better or not.

1503. Then would you leave in the Board of Trade the power of constantly imposing upon all the railways whatever seemed to them to be better than was already found there?—No; I think the Government engineer might have consultation with the engineers of the companies, to discuss with them whether it was not better; I cannot imagine a case where there could be any difference if it was found to be better; every man that sees a thing better must yield at once.

1504. Is not the question a question of expense sometimes?—That must always be considered, certainly.

1505. May not the parties at issue, the Board of Trade and the company, differ upon the question of expense, as to whether the improvement, although perhaps admitted to be so to some extent, is sufficiently important to make it necessary to incur the expense?—That would be a consideration certainly; I can imagine a dispute upon that subject; the company might say, the cost is too great, and so we will not do it if we can help it.

1506. Sir *Robert Peel.*] Supposing the Board of Trade engineer to be a gentleman of high integrity, quite unconnected with any railway interest, and a man of high character as a practical engineer, and that the Board of Trade, upon his advice, offered certain suggestions to a railway company, do not you think it would be their interest to give them the fullest consideration?—Yes.

1507. Do not you think they would incur great responsibility if they refused to act upon those suggestions, if they were fair and reasonable?—Yes.

1508. Do not you think they would be disposed to adopt them?—I think so.

1509. And that it would be their interest to do so?—Certainly.

1510. The more they can conciliate the public towards railway travelling, the better for the company?—Certainly.

1511. Lord *Sandon.*] Should not you think that there was more chance of harmonious action between the two parties, when the one party had only the power of suggesting rather than of compelling?—I think it would be more harmonious to the engineer having charge of the line, if the engineer of the Board of Trade suggested; and if the other engineer could throw any doubt upon the suggestion, as being incorrect, he should not have power to enforce it.

1512. Mr. *Labouchere.*] Do you think it would be equally certain that the public would be adequately protected if the Board of Trade had merely the power of recommending, and, in case of any railway company not acceeding to their recommendations, they had no power of obliging them to do so?—If any railway company would not attend to those suggestions, and it was found upon other railways to be an advantage to have it, then I think it would be a loss to that company, by their own engineer preventing that useful improvement being adopted.

1513. Are you aware of an instance which has occurred in which the inspecting

inspecting officer of the railway department having reported that it was unsafe to open a line of railway on a certain day, that railway was nevertheless opened in defiance of the opinion of the officer of the Board of Trade?—I can imagine it; I know that most railways are opened too soon; and I can imagine that in such a case as that the Government engineer may be perfectly right.

1514. Does not this instance prove that there is a possibility of a particular railway company taking a short-sighted view of their own interest, and, in order to save immediate expense, or to increase their immediate profits, running risks which may cause the most serious misfortunes with reference to public safety?—I think so.

1515. Lord *Granville Somerset.*] In your experience with regard to opening new lines of railroad, and extensions of existing lines, have you not generally found that the proprietors are very clamorous for the opening?—Always.

1516. Will you state to the Committee your opinion whether or not the directors are not frequently obliged by those clamours to open before they themselves are anxious to do so?—I believe it is so.

1517. Do not the directors, thus acted upon by the proprietors, often force the engineer to open a line before he himself thinks it is fit to be opened?—Yes.

1518. Lord *Sandon.*] In that case the directors would be rather protected by the Board of Trade?—Yes.

1519. Lord *Granville Somerset.*] Is there not considerable difference of opinion amongst railway engineers upon some important points?—I do not know; perhaps there may be.

1520. With regard to the question of velocity, you do not all think the same upon that point, do you?—I believe not.

1521. With respect also to the system of breaks, or the application of breaks, you do not all think the same?—There is only one kind of breaks yet applied; I think the same system of breaking is made use of now that was made use of when the Liverpool and Manchester Railway was opened.

1522. Do all engineers in extensive practice entertain the same opinion as you do of the great importance of breaks?—I believe many of them do.

1523. Are there not some strong exceptions to that?—I do not know an individual; I never heard that any individual said that a break was not necessary.

1524. You have no idea that any individual of eminence in the profession has stated that he believes breaks are of slight importance?—I cannot see the possibility of doing without breaks.

1525. Within your knowledge, are there engineers of considerable eminence who have not the same opinion of the value of breaks that you have?—I do not know, but I am not aware of it.

1526. Are there also differences of opinion upon a great number of other points, such as the comparative merits of six-wheeled and of four-wheeled carriages?—Yes.

1527. Is there also a difference of opinion as to the construction of railroads, so far as the construction has an influence upon the safety of the public?—There is.

1528. And that variety of construction must also render a variety of system necessary in working the line, must it not?—I do not know. If you have a rail, I do not think it matters what the system is; if it is a railway, and has sufficient strength to carry the weight, I do not care what the system is, if it is well laid.

1529. You think that the same velocity may be right for one gauge as for another?—I have always considered that a wide gauge was an objectionable gauge.

1530. Which has the widest gauge of any of the great railroads?—The Great Western.

1531. Which has the narrowest of the great railroads?—There are some of the Scotch lines, I believe, four feet six, but I believe four feet eight and a half, or four feet nine, is the usual width.

1532. What is the Great Western?—Seven feet.

1533. What is the London and Birmingham?—I think four feet eight and a half, or four feet nine.

1534. What is the Eastern Counties?—I think five feet.

1535. Do

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1535. Do you know what the Grand Junction is?—The same as the London and Birmingham.

1536. Do you think the same system can be safely practised upon those different lines?—If any one line is more unsafe than another, with respect to gauge, upon a curved line, it is a wide gauge, certainly.

1537. The curves upon a wide gauge, you think, are more dangerous for great velocity than the curves upon a narrow gauge?—I do, most sincerely, and it is very easy to account for it; in a wide gauge it is very clear that the exterior wheel must get over more ground than the interior one, and the wider you make your gauge the greater the difference of that exterior motion.

1538. And all those points of difference are to be controlled by the Board of Trade?—No, I have not stated so.

1539. Supposing that the gentleman who has to advise the Board of Trade upon these matters, has a very strong opinion that the safety of the public depends upon a particular system in connexion with a particular gauge, would you give the Board of Trade power to enforce that opinion?—I think it would be hard to require any railway to be taken up, to adopt another gauge.

1540. Mr. *Labouchere.*] That would be using the power with extreme indiscretion and hardship?—I think it would.

1541. Lord *Granville Somerset.*] Is it your opinion that there ought to be a power in the Board of Trade which should be unlimited so far as power goes, but at the same time to be used with the greatest discretion?—I can imagine the power in some cases to be too great; I think if the power is judiciously used it will be a benefit.

1542. Do you conceive it possible to insert in the clause in question any restriction which may not in some degree interfere with the due protection of the public?—I think the clause may be so arranged as to give great confidence to the public.

1543. Will you explain how you would arrange the clause?—I am not prepared to do that, nor did I expect to give any evidence before this Committee till I happened to come into this room the other day.

1544. Lord *Sandon.*] Have you ever come into contact with military engineers?—Yes, I have.

1545. Have you and they always agreed as to railway matters?—I believe we have; I do not know any point upon which we have disagreed, and I have been a good deal with Sir Frederic Smith.

1546. Upon the London and Brighton line, were you quite agreed?—I had nothing to do with them there.

Edward Bury, Esq. called in; and Examined.

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1547. *Chairman.*] WHAT situation do you hold in connexion with railways?—I have the charge of the locomotive power and the machinery generally, on the London and Birmingham.

1548. Mr. *Labouchere.*] Are you not an extensive manufacturer of locomotive engines?—Yes, in Liverpool.

1549. Do you consider breaks on passenger-carriages an important element of safety?—I think they are absolutely necessary.

1550. Should you consider your passenger-trains equally safe if they were dependent only upon a break on the engine or tender?—Certainly not.

1551. Are you of opinion that Sir Frederic Smith's recommendation, that every train should have a certain number of breaks, is a judicious one?—I am of that opinion.

1552. Do you consider time-tables an element of safety in railway travelling?—One of the most important.

1553. Should you think it judicious, on such a line as the London and Birmingham, to frame your time-tables with smaller intervals than 15 minutes between the trains?—It would depend upon circumstances; but I think with passenger-trains 15 minutes is little enough.

1554. Do not the guards note the times of arrival at and departure from the several stations on the London and Birmingham Railway, and account for all unusual detentions upon every journey; and are not those journals delivered into the office of the superintendent daily?—There are two records made at the stations, one by the police and the other by the guards.

1555. Is

1555. Is it not the practice that the time of arrival and the time of departure at every station on the line is notified by two different parties to the Board?—Yes; and a third return to the Board is made of the time of arrival of the train at the end of the line; there are three returns made on the London and Birmingham respecting the time of arrival.

1556. Is it not the practice that the superintendent reports to the locomotive department, the coaching committee, or the police committee, as the case may be, the irregularities noted in the guards' journals, and do you not find this system very conducive to punctuality and safety?—All irregularities arising from defects in the engines are notified to the locomotive department.

1557. Are not the London and Birmingham Railway Company at this moment, with a view to increase the safety of the public, fixing buffer-springs to their horse-boxes and carriage-trucks?—There is an order to that effect.

1558. Do you consider a uniform system of signals very desirable upon all railways?—I think it would be very beneficial to all railway companies, and would make it much easier for the superintendent to work the line.

1559. Especially with respect to signals?—Yes; the great difficulty we have had to contend with has been unlearning the engine-drivers what they had learned before.

1560. Are you aware of resolutions which were passed at a railway conference in the month of January, at Birmingham?—I was at the conference.

1561. One of the resolutions they came to, was, "that this meeting considers it desirable that there should be an uniform system of signals, recognized and applicable to all railways, and they recommend that the following rules and regulations with this view be submitted to the consideration of each railway company"?—That resolution was passed.

1562. Appended to that resolution were certain regulations respecting signals, and respecting the conduct of engine-men and firemen, and other points of that description; do you happen to know whether any practical result has followed from the adoption of those resolutions; whether any railway companies have acted upon those suggestions?—I do not think there has been anything of the kind done.

1563. Do you think it is desirable for the safety of the public, and practicable, that some uniform system of regulations should be adopted upon all railways?—I think it would be very beneficial indeed to all railways if it could be done.

1564. Have you considered the Bill now before Parliament, by which it is proposed to give a discretionary power to the Board of Trade to enforce general regulations which may appear to that department to be desirable for the public safety?—I have read the Bill.

1565. Should you be apprehensive of the consequences to the railway interest of a discretionary power of that description being vested in the Board of Trade, under proper restrictions?—No, I should not, certainly.

1566. Do you think that the provision in the Bill that, before any regulation could be enforced upon any railway company, due notice should be given and ample opportunity afforded to the company to protest against it, and to make their remonstrances to the Board of Trade, is an important check to any danger which may be apprehended from ignorant or otherwise improper regulations being forced by the Board of Trade upon any particular railway company?—I cannot conceive the Board of Trade taking upon itself the responsibility of giving any particular order against the opinion of the parties who have to superintend any particular line of railway; it appears to me an absurdity, because they cannot have information; they must depend upon the railway companies for information; they must come to the railway companies to know what is necessary to be done: at the same time, I think it is very desirable that there should be some power to regulate a great number of things which cannot be regulated in any other way.

1567. If you think that, as a matter of course, any recommendation on the part of the Board of Trade, if reasonable, would be adopted by the railway companies, what would be the advantage of giving to the Board of Trade the power of enforcing those regulations?—If the Board of Trade came to the London and Birmingham Company with a rule which we thought foolish or bad, we should represent that to the Board of Trade.

1568. Lord *Stanley*.] Supposing you and the Board of Trade happened to differ

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differ upon the subject?—If the Board of Trade insisted upon it, they must take the responsibility.

1569. You think that if the Board of Trade had the power of enforcing a regulation, instead of merely recommending it, the responsibility of any evil consequences resulting from it would be taken from the railway company and transferred to the Board of Trade?—If the Board of Trade came to the London and Birmingham Company, and ordered a certain thing to be carried out which I thought was bad, and which would throw upon me responsibility which I did not choose to take, I should retire, and let them carry it out in the best way they could.

1570. Mr. *Labouchere.*] Although you think it likely that any reasonable suggestion would generally be attended to by the railway companies, do not you think the case might happen of an ill-conducted railway company, from some motive, refusing to adopt some regulations which it might be desirable to render applicable to all railways?—I think in such cases there should be a power somewhere with the Government; but how it is to be done, I cannot tell.

1571. It appears that at the Birmingham conference a resolution was come to, that it is very desirable that there should be an uniform system of signals observed upon all railways; supposing some one or two railways to refuse to adopt the signals which were in force upon others, do not you think it would be desirable that there should be somewhere a power to oblige them to do it?—Certainly; very desirable and very necessary.

1572. Lord *Granville Somerset.*] Have you looked at this clause accurately?—I have read it over two or three times, and considered it.

1573. You are aware of its general contents?—Yes.

1574. That it gives unlimited power, restricted by general provisions at the latter end of the clause; do you think that the velocity at which trains proceed is an important element in the safety of passengers?—Yes.

1575. You perceive that, so far as that is concerned, the Board of Trade will have no power?—I think the Board of Trade ought to have the power to regulate that part of the business, but the peculiar speed of every particular line should depend a great deal upon the circumstances of the line.

1576. The rate of velocity upon any particular line, or upon any particular portion of the line, must depend upon the particular circumstances of the line, or of that portion of the line?—Yes.

1577. Do you think there would be any difficulty on the part of the Board of Trade, in making themselves sufficiently acquainted with the peculiar circumstances to enable them to form a discreet judgment upon that?—I think not.

1578. Therefore you would think it desirable to strike out that part of the clause which excepts that from the power given to the Board of Trade?—I think the Board of Trade ought to have the power to limit the speed.

1579. Is there any difference, in point of safety, with regard to the construction of carriages or engines?—I think that there ought to be some register of circumstances which take place on railways; and if the Board of Trade were to come to the London and Birmingham Railway, and say, Out of 100 accidents, we find that 80 or 90 have arisen from axles of a certain size, they would say, In future your axles must be of such a size. I think they ought to have that power.

1580. Supposing it should be the opinion of the Board of Trade, after investigation, that four-wheeled engines or four-wheeled carriages are much less safe than six-wheeled engines or carriages, would you, on the part of the London and Birmingham Company, be ready to carry out that opinion?—I should expect that they would meet me with good reasons, and I should not be afraid to meet them in the same way.

1581. Supposing your reasons should not appear to them so good as to convince them, then what would happen?—I cannot say; we might protest against it. I think that if the returns, which they would be entitled to have, would show that the four-wheeled engines were more dangerous than the six, it would be right that they should have the power to order that six-wheeled engines should be used: but if no such result were shown, it would be a question which they would have no right to trouble themselves with, because the question of economy would settle it.

1582. Do you mean economy in the first instance, in the construction?—Economy in working.

1583. Do you also take into consideration economy with regard to accidents; that

that is to say, the expense to which companies would be put by accidents?— If the Board of Trade found accidents arise from the use of four-wheeled engines, they ought to have the power to enforce six-wheeled engines.

1584. Supposing the accidents by four-wheeled engines were more numerous than by six-wheeled engines, would that be a sufficiently good reason to induce you to alter yours, without the interference of the Board of Trade?—Certainly.

1585. Must not other considerations come into the account before the conclusion is valid; must not the way in which the rail is constructed have something to do with it?—Other considerations may bear on the question, though I think that the construction of the rail would not.

1586. It has nothing to do with the gauge?—No.

1587. Nor with the curves or gradients?—It has to do with the curves and the weight of the engine.

1588. Which do you think is the most safe for passengers; having one engine of such power as to be able to convey the train properly, or having two engines each of less power, but which combined are able to convey the train?—I think, as regards safety, it makes no difference.

1589. What is the custom upon the London and Birmingham?—It is a difficult thing to adjust the power to the train upon the London and Birmingham, because sometimes the traffic is all one way; sometimes it is all up, and sometimes it is all down. The return engine will sometimes have a very light train and sometimes a very heavy one, depending upon circumstances. We cannot adjust the power to the train, because the traffic varies so much.

1590. Then your system is to have smaller engines than they have upon the Great Western?—We have three sizes of engines.

1590*. How do you determine upon the employment of those three sizes of engines?—We put the heaviest engines to those trains which are generally heavy, and the second size to those which are lighter. There are two sizes for passengers, and one for goods.

1591. Is your smallest for goods?—No, for passengers. I should explain, that before the London and Birmingham Railway opened, when the question of power was agitated, the Board reported to me that such and such a number of carriages would be the weight of the train, and not exceeding that, and the engines were ordered in accordance with that; but as soon as we began to work, we found that some of the trains were beyond the capability of those engines, and then a fresh order was sent for engines of a larger power.

1592. Supposing a regulation were to be made, by which no engine should be allowed to apply its force behind a train?—I think it would be a very good thing; but there are peculiar circumstances in which we must break such a rule as that; we must apply the power behind. There may be circumstances where we could not get the power before the train.

1593. Do you think that a general order, laid down by the Board of Trade, for engines not to be applied behind, would be so inconvenient, in consequence of the accidents to which you are liable, that it could not properly be enforced?—I think it is one of those laws which could scarcely be carried out, because there may be peculiar circumstances when it could not be enforced.

1594. Mr. *Labouchere.*] Do you think it probable that in the event of the Board of Trade making regulations upon the point now referred to, some discretionary power would be left to the railway companies to depart from that regulation under special circumstances?—They must leave a discretionary power, under such circumstances, to the parties that have the care of the road.

1595. Lord *Granville Somerset.*] With regard to six wheels, if six wheels were ordered to be applied to your carriages, should you not be obliged to alter your turn-tables?—It would depend upon where those wheels were placed. If they were placed between the wheels now upon the carriages, of course the same turn-tables would suit; if we extended the wheels, we must have larger turn-tables.

1596. Supposing that six wheels were to be applied to the engine, you must extend the turn-tables?—Yes.

1597. Would that be an expensive operation?—Yes, because our buildings are constructed for four-wheeled engines.

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1598. With regard to buffers, what do you say?—I think it is necessary that they should be put to all carriages.

1599. Would you include trucks for goods?—Trucks, horse-boxes, and every thing; I believe it would be beneficial to apply them to goods-waggons.

1600. To what extent are they applied?—To first-class carriages, and partially to second-class.

1601. You are about to apply them generally upon the London and Birmingham line?—I believe entirely, except as to goods-trains.

1602. Are you about to apply them upon the general principle of advantage to the company, or entirely upon the ground of safety to the public?—Both.

1603. Do you think you shall probably apply them also to luggage trains?—That is a question I am not prepared to answer; I think in the course of two or three years it will be found desirable to do so. If left to my own judgment to do that which I thought might be best for the company, I would apply them at once to the luggage trains.

1604. Are you aware of suggestions which have been made of putting luggage trucks between the engine and the passenger carriages, and luggage trucks behind, for the sake of safety?—I am not aware; there have been a great number of schemes proposed.

1605. Supposing that was a scheme that was supposed to be very conducive to the public safety, and the Board of Trade thought it necessary to order that, what should you say?—I should say the Board of Trade has not made sufficient inquiry upon the subject.

1606. You think it would be no advantage to have a luggage truck between the engine and the passenger carriages?—None at all. The day before the opening of Parliament, one of our trains passed Wolverton with 34 carriages, and before it arrived in London it had 37 carriages: I should like to know what we should do with two or three trucks before and behind.

1607. Taking that period of the year when you are expecting to have an enormous traffic, what are your arrangements to avoid losing time on the one hand, and to ensure safety on the other?—The order at Wolverton is, that in the event of trains getting up late, power should be put on sufficient to get up in reasonable time.

1608. What are your orders with respect to fast trains passing slow trains?—The trains give way to the mail trains, and no other.

1609. What is your order with regard to the mail train passing a slow train?—To keep behind, at a certain distance, till they come to a station, and then to pass.

1610. How is the mail train made acquainted with the distance before it of the preceding train?—By sight; and at the stations there is a communication made to the engineer of the mail train that such a train is close before it.

1611. Is that by signals?—No, by word of mouth.

1612. Do not they pass a great number of stations without stopping?—Very few.

1613. At those stations where they so pass, is there any means of communication between the parties?—Yes, at all the stations upon the line, there is a signal which is exhibited for 10 minutes after a train has passed.

1614. And there is no inconvenience from that?—Not the slightest.

1615. The trains do not succeed each other too fast to allow that?—No.

1616. Upon any part of the line, is it laid down that there shall be a less interval than 10 minutes between the trains?—At Rugby, there is a regulation that the train shall wait a quarter of an hour.

1617. Under what circumstances?—If the Midland Counties train, which comes in upon us at Rugby, arrives late, so as to interfere with our passenger traffic, that train has to wait till our train has passed 15 minutes.

1618. And all your arrangements are made so as to allow of that delay?—Yes.

1619. Supposing that train is so overloaded that she loses time considerably, what is your arrangement then with regard to the succeeding train?—The succeeding train keeps its time if it can, and it must work behind the other train.

1620. Supposing the train which succeeds the slow train is aware that the slow

slow train is only three or four minutes before it, what are the orders then?—They must keep back.

1621. That is distinctly understood by the conductor or the engineer of the following train, that he is to allow a 10 minutes' interval between that train and the preceding?—He is not to come within a certain distance of the other train, five or six hundred yards, unless he is particularly called up; sometimes we have stopped at a station and attached the trains together.

1622. How is that managed, supposing there is a train stopping at a station and a succeeding train is coming behind?—He is not allowed to go in unless he is called, till the preceding train has passed.

1623. The order is, to wait there till either the preceding train has gone on, or by a particular order he is called up to it?—Yes.

1624. Are those rules written?—They are printed.

1625. Are they delivered to all the enginemen?—They are printed, and put into a book, and delivered to all the enginemen.

1626. Are they read to them?—They have been read to them over and over again.

1627. Are they examined as to their understanding them?—Particularly.

1628. Lord *Stanley*.] You have stated that you superintend the carriage department upon the London and Birmingham Railway; what examination of the carriages takes place previous to each journey?—They are examined on their arrival; they are examined on the road, and they are examined before they go out.

1629. Is every carriage examined every time it comes in to the station?—Every time; the wheels are constantly examined.

1630. And before it goes out?—Yes.

1631. Mr. *Labouchere*.] You mean examined mechanically?—Yes; there are two men at Wolverton; the one does it in the day, and the other in the night.

1632. Lord *Stanley*.] Do you consider that a precaution which it is necessary to observe?—We have found several instances of great advantage from it. We had the other day to take a wheel from under the Queen Dowager's carriage; we should be sorry to omit it.

1633. You do not think it is necessary to receive instructions from the Board of Trade to do it?—It has been done without any instructions.

1634. Lord *Sandon*.] With regard to the regulations which were issued by the conference at Birmingham, do you imagine that if they had been published by the Board of Trade, there would not have been a general concurrence in them?—I do not think there would.

1635. Do you think they would not have been afraid of incurring increased responsibility, if upon any accident happening it should be found that they had neglected the regulations recommended by the Board of Trade?—I do not think they would have thought any more about it.

1636. Mr. *Labouchere*.] You stated that you were not aware that anything had been done upon any railway in consequence of those regulations having been recommended for their consideration by the general railway conference?—I do not think the railway conference has done any good or done any harm.

1637. Sir *Robert Peel*.] Do you think the company under which you act would neglect any suggestion that might be made to them by the Board of Trade for the security of the public, with respect to railway travelling?—No, I do not think they would; I think the advice of the Board of Trade would be very material towards that security in this way: we have trains upon our line which start at Darlington and which start at Lancaster. If there is an irregularity as to time on those different railways, we feel the disadvantage of it, but we have no power of saying a word to those railway companies. We cannot say a word to any company beyond the Midland counties; we can only expostulate, and say, You do not arrive regularly.

1638. Have not you the power to proceed without those trains if they come too late?—So we have, but then the responsibility to the public rests with us. Passengers, when they come upon the London and Birmingham Railway, do not care what has taken place upon other railways; they say, "We are now here," and the company must take them forward, although it may be attended with great risk.

1639. Lord *Sandon*.] Would not a strong recommendation on the part of the

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the Board of Trade operate as a plea against the public, almost as much as if there were a positive order?—I think the Board of Trade might do by expostulation what we could not; but I think it would be better that there should be an order. We find infinite advantage in the trains worked by the Post-office regulations; they are generally in time, and more regular than the other trains; and if the same power existed upon all the trains, very great benefit would ensue.

1640. Although you might find some convenience in the Board of Trade being able to enforce certain orders, do you not anticipate possible inconvenience from the Board of Trade issuing orders which should not suit your convenience?—I cannot imagine the Board of Trade issuing any orders which are not to the advantage of railway companies.

1641. If so, why should not a suggestion on their part be sufficient, without the power of compulsion, if it would be agreeable to their own interest and convenience?—I do not think they would pay sufficient attention to it.

1642. If it were agreeable to their own interest and convenience, would they not attend to it?—There is great laxity in railway companies generally; the board do not sit constantly, and they cannot keep their servants up to the mark.

1643. Sir *Robert Peel.*] The power which you wish the Board of Trade to possess, would be a power to regulate the times of starting and stoppage of trains?—They ought to have some system which should preserve uniformity of arrival, because the security of the public depends upon regularity.

1644. Do not you think it necessary that, if the Board of Trade have any power, they should have power to make regulations respecting the arrival and stoppage of trains, in order to effect the object you have last stated?—It would depend upon the circumstances of each railway. There are between Darlington and London five or six different railways; there must be upon each of those something peculiar; but we want to have some power (I do not care where it is) that shall compel the parties to preserve that regularity which may be laid down for their guidance.

1645. Would it not be necessary for the Board of Trade to have power to interfere with the times of starting and stoppage of the trains?—I think not.

1646. How could they prevent the arrival of trains at inconvenient times at Rugby, if they had no power to regulate the times of starting and stoppage of trains?—I think the companies are the best parties to determine what times will suit the neighbourhood of a station; but after the times are fixed, it will rest with the Board of Trade to see that they are properly carried out.

1647. Mr. *Labouchere.*] You mean, to oblige them to adhere to the time-tables according to which they profess to work?—I cannot imagine that it would be necessary for the Board of Trade to fix the time of starting from any particular place; that should be left to the companies themselves, but after they had fixed the times of departure and of arrival, there should be some power to force them to conform to those times.

1648. Sir *Robert Peel.*] You are perfectly satisfied with the times fixed by the Darlington and the other northern railways?—Yes; all I want is regularity.

1649. What is the irregularity occasioned by?—By a variety of circumstances. It is very difficult to preserve regularity; a wet day will cause irregularity.

1650. Then how could the Board of Trade prevent it?—Because they would compel the parties to exert themselves.

1651. If a wet day and other accidental circumstances which no one can control, will cause irregularity, and the companies cannot prevent it, how could a board sitting in London prevent it, by any orders they could make?—The Post-office trains get over that.

1652. Does a wet day not affect those trains?—No.

1653. Why not?—Because they know that there are penalties, and they must go forward.

1654. They contrive to overcome the difficulties?—Yes.

1655. Would that be applicable to every train?—I think so; I do not believe the public safety can be fully ensured till there is something of that sort.

1656. A positive unbending rule that the time-tables shall be kept, without reference

reference to accidents or vicissitudes of weather?—It would be desirable to have it so; but there will be irregularities do what we can.

1657. Lord *Stanley.*] Is not one great element of irregularity the number of stations at which the trains have to stop?—Yes.

1658. The mail trains stop at fewer stations than any others upon the line?—Yes.

1659. Consequently they have greater facilities of keeping the time than those trains which stop at a number of stations, and with an uncertainty how long they shall be detained at each?—By our time-table, if one train has to stop at more stations than another train, it has more time given to it.

1660. Is it the fact that the second class trains do not invariably stop at a station unless a signal is given to them that they are required to stop?—We have no such rule.

1661. The question refers to the trains that come into the London and Birmingham, of the irregularity of which you complain. Do not they occasionally stop at certain stations, and occasionally pass by them if a signal is made that they are not required to stop?—I believe they do upon the Grand Junction, and upon the Liverpool and Manchester.

1662. Supposing a train to be required to stop one day at two or three of those stations, and another day at 20, does not that necessarily produce an irregularity in the time of their arrival, and an impossibilty of keeping time precisely?—Certainly not; it may be quite as easily done stopping at 20 stations as at three.

1663. Are the Committee to understand you to say, that a train will come as precisely to its time whether it stops at three stations or at 20?—I mean to say that no train should be allowed to overrun its time, whether it stops at three stations or 20; it is due to the passengers that there should be a time fixed, and that they should not leave the station till the time fixed, for the purpose of giving passengers in the immediate neighbourhood of that station the benefit of the line.

1664. You believe that to be practicable?—Yes.

1665. Sir *Robert Peel.*] Do you do that practically upon the Birmingham and London Railway?—Constantly. I mean that no train is allowed to pass a station before the time fixed by the time-table. If a train arrives at a station before the time, that train has to wait at the station.

1666. Does not it frequently happen that the trains are behind time?—Yes.

1667. Does not, then, inconvenience arise from a train being behind time?—We get it on as well as we can.

1668. What you complain of is, the uncertainty of the arrival of the trains on the London and Birmingham line; does not that arise rather from delay in the arrival of the train, than from the train arriving too soon?—It arises from a variety of causes. The Midland Counties Company wished to send a train through to London special, which should not be dependent upon our traffic at all, and the trains were fixed so as for the Midland Counties to arrive at Rugby at three o'clock; it did not arrive at three o'clock; it did not arrive till near four; consequently at last the Board passed an order that it should not start from Rugby till four o'clock.

1669. Comparing the number of times when it arrived before the time fixed, and the number of times when it arrived after the time fixed, which was the greatest number; was the complaint that it arrived before the time or after the time?—If it arrived before its time, it would have gone regularly, but the consequence of the late arrival was very serious, because it threw two of our trains almost together in London. The inconvenience was so great to us that the Board were obliged to pass the order referred to.

1670. It is easy to make a regulation that a train shall not arrive before its time; but when the complaint of irregularity is that trains arrive after their time, is not it exceedingly difficult, on account of the various vicissitudes of weather, and other causes of stoppage, to make one unbending rule, that all trains shall keep their time?—That is just the very difficulty we labour under.

1671. Is not that a difficulty that you find yourselves?—We do, but we are overcoming the difficulty by a determination to do it if possible.

1672. Take the cutting at Blissworth; when there is heavy rain, is not it very difficult to take effectual security against detention?—No, we never experience any

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any difficulty there; we did at first from the dirt accumulating upon the rails, but that is passing away very fast.

1673. Can you prevent delay from changes in the weather; frost for instance, or continual rain?—There must be casualties, but let us try to be regular.

1674. Those casualties apply to the Darlington Railway?—Certainly; we had a delay this morning; the York mail was not in till three hours after its right time; it had to come up special, but that is a circumstance we cannot possibly help; it happened on the other side of Derby, but it affected us.

1675. Before you can punish the company for not observing the regulations, must you not hear what they have to allege in their own vindication?—Of course.

1676. Upon every occasion, if there is to be any penalty applied, must there be a tedious inquiry as to the cause of the delay?—I think there should be an inquiry, and there is an inquiry on the London and Birmingham, I believe, in every instance; it would involve no more trouble to make a report to the Board of Trade than we have at the present moment.

1677. Suppose stoppages took place once a day, or very frequently?—That is supposing that the railway system could not be used; we should have to go back to coaches if it became as bad as that.

1678. Supposing that perfect regularity as to the arrival of trains cannot be ensured, would not that inconvenience result?—I think, that because we cannot in our present infancy do so, that is no reason why we should not do it hereafter.

1679. The question is not whether you can do it, but whether you should apply a penalty for the non-observance of it?—That I give no opinion upon.

1680. Lord *Granville Somerset.*] Are the trains that come upon your railway from other lines, generally speaking, irregular?—Latterly they have been very regular.

1681. Are they more irregular than your own are?—I think they are; but that is a question which I would rather not answer.

Mercurii, 31° die Martii, 1841.

MEMBERS PRESENT.

Mr. Freshfield.	Lord Seymour.
Mr. Labouchere.	Lord Granville Somerset.
Mr. Loch.	Sir Harry Verney.
Lord Viscount Sandon.	

LORD SEYMOUR IN THE CHAIR.

Joseph Baxendale, Esq. called in; and Examined.

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1682. *Chairman.*] ARE you deputy-chairman of the South Eastern Railway?—I am.

1683. That is the Dover Railway?—The Dover Railway.

1684. None of that railway is opened yet?—None.

1685. You were formerly general superintendent of the London and Birmingham Railway?—I was.

1686. How long did you act as general superintendent of the London and Birmingham Railway?—About nine months.

1687. At the time you were general superintendent, what were your duties as general superintendent; did you attend to the engineering department and to every department?—Not at all. The engineering department was in the hands of Mr. Stephenson, and the locomotive department was in the hands of Mr. Bury.

1688. As general superintendent, to what portion of the management of the railway

railway did you confine yourself?—I think everything, with the exception of the locomotive power.

1689. Have you read the reports of the Railway Department of the Board of Trade?—I have.

1690. Do you generally concur in the recommendations contained in those reports?—The major portion of the recommendations I do concur in.

1691. For instance, the recommendation that time-tables should be used in the working of trains?—Assuredly. I consider regularity as the very essence of railway travelling.

1692. You consider regularity and punctuality essential to safety?—I have always expressed an opinion that speed was secondary to regularity.

1693. Did you insist, at the time you were superintendent of the London and Birmingham Railway, that the trains should be worked by time-tables?—They always were, and day by day every guard gave a report of anything that had arisen upon the road, and the reason why he was either before or after his time. It was a daily business each morning to take from their own lips an account of the transactions of the preceding day.

1694. Did you regulate the trains as to the speed at which they should travel?—The Board regulated the speed at which they should travel.

1695. What was the greatest speed which you allowed upon the line; I do not recollect; the mail-trains were, of course, the quickest; I do not at this moment recollect the exact time they were upon the line.

1696. Did you, with a view to produce regularity in the travelling of the trains, limit the weight of the trains?—Unfortunately that could not be done, we were subject to such great variations; sometimes half a dozen carriages, at other times four or five and twenty.

1697. Under such circumstances as that, how could you ensure regularity?—It certainly was difficult; but, by additional engines, it was generally tolerably correct.

1698. At what intervals did you allow one train to move along the line, preceding another?—There was plenty of time; the number of trains were not so frequent as to make it matter of importance; an hour, or an hour and a half frequently. One alteration was made during the time that I was superintendent, and that arose out of a determination, on the part of the Post-office, to have the time kept, more especially with the morning mails; it became necessary to alter the system, and to insist that no private carriages should go with a mail-train. By that means the train was confined to the carriages of the railway company alone, and private carriages were sent half an hour, or three quarters of an hour, previously to the mail-train going.

1699. Did it not occur, during the time that you were superintendent of the London and Birmingham Railway, that one engine frequently brought in more than one train, in consequence of one train overtaking another?—Yes, that was the case occasionally.

1700. And then there was no interval between the arrival of the trains?—If there was a heavy train, and it was followed, in the course of an hour, by a light train, the light train would frequently overtake the heavier train.

1701. Then, in working those time-tables, did you allow a larger discretionary power to the persons who directly ordered the advance of the trains?—No discretionary power was allowed. If the trains happened to be so heavy that they were not able to get to their destination in time, it was an occurrence that must be submitted to; but it was not very often that those things occurred.

1702. If one train came up light, you did not stop the next train, in order to allow of a certain interval before its approach, but you let the two trains go on together?—I think the two trains generally went on together.

1703. Having been connected with the London and Birmingham Railway, which has several branches and is much connected with other railways, is it your opinion, that when one main line of railway is connected with many branch railways, subjecting the main line to the various arrangements of the several branches, in that case the expediency of establishing a general controlling power, for the safety of the public, becomes more urgent than in cases of isolated and unconnected railways?—Assuredly.

1704. Did you, at the time you had the superintendence of the London and Birmingham Railway, find much inconvenience from having to accommodate branch railways connected with that railway?—I found so much difficulty that I would

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I would not have remained with any railway like the London and Birmingham, to be subject to the inconvenience which must arise in reconciling differences between two railway companies. There never was an instance in which I had anything to do between two railways, where the difficulty in creating a good understanding was not beyond anything I ever met with; that alone would have been sufficient o have driven me from any railway; it is so very difficult to reconcile two Boards; it is bad enough to have to reconcile private individuals, but when you have Boards to reconcile the difficulty is extremely great.

1705. The difficulty of course increases greatly in proportion to the number of railways which are continuous connecting with the same main line?—It might be imagined that in a continuous line there would not be a difficulty; but even in a continuous line I have found considerable difficulties.

1706. When did you give up your connexion with the London and Birmingham?—At the close of 1839.

1707. Was the Midland Counties then opened into it?—No, the Midland Counties was not opened; that was a subject of considerable discussion, and had been for a length of time; the arrangement at Rugby was not then completed.

1708. With a view to the safety of the public, do you think that a controlling power would be of use in accommodating the various arrangements of different railways?—I do; and moreover I think that railway property would be benefited by it also; I speak as a railway proprietor very considerably interested in the question, and I have never held any other opinion.

1709. You, as a railway proprietor, do not think that such a discretionary power given to the Executive Government would injure your property?—The reverse.

1710. What was the order that you gave on the London and Birmingham Railway, with reference to the removal of ballast waggons before the approach of a train?—That was a subject of considerable anxiety and extremely great difficulty; I do not recollect at this moment what time was required for them to allow the line to be clear, but I think that probably 20 minutes was allowed before the train was due; but my memory does not serve me as to the exact time.

1711. You think, however, that strict rules with reference to the removal of ballast waggons are necessary upon every railway, for the safety of the public?—Certainly. There is difficulty in making the arrangement, but I should certainly say they ought to be clear off long before the train is due.

1712. Does this difficulty press most when a railway is newly opened?—Certainly.

1713. With reference to the police establishment necessary for the safety of the public, do you consider that a policeman should be placed at every point where there are switches upon the rails?—Certainly; wherever there are switches. I think more accidents happened of one kind or another at the switches or from the switches, than from any other cause, at the time I held the management of the line.

1714. At places where there are roads or lanes crossing the railway upon a level, do you consider there also policemen should be always stationed?—Yes; and I advocated cottages at every crossing, so that the parties might be always upon the spot; that there might be no excuse for their absence.

1715. Are these matters of detail which you think so essential to the safety of the public, that if you knew any railways where they were not practised you would think the Board of Trade justified in ordering the establishment of those regulations?—Certainly, from having myself so earnestly pressed them upon the London and Birmingham Board.

1716. Did you order an examination of the carriages before their departure and at their arrival?—Always.

1717. Was that examination at the two ends of the journey, or in the course of the journey?—At the two ends, and also in the course of the journey; but at the ends there was regularly brought before me every morning a book with the number of each carriage, stating the condition in which it was, and what repairs were required. That was kept by one individual, a respectable young man, who had originally been a master coachmaker, and whose duty it was to take care that no carriage should go out without a thorough examination; and frequently he has withdrawn carriages at the time the train was preparing for starting.

1718. You have known that regulation actually to operate for the prevention of accidents, by the removal of carriages that were unsafe?—Certainly.

1719. Have

1719. Have you read the 11th clause of the Bill now before Parliament?—I have.

1720. With reference to the discretionary power there proposed to be given to the Board of Trade, do you think that with a view to the safety of the public, that discretionary power should be subjected to the limitations which are mentioned in that clause with respect to the speed and the stoppage of the trains?—I have not the least objection to the clause.

1721. Do you wish that proviso kept in?—I should be perfectly satisfied to strike out the proviso.

1722. You think that so large a discretionary power would be conducive to the safety of the public?—I think that so large a discretionary power would be decidedly beneficial, and I think the railway companies themselves would not find that injury could possibly result to them. If the Board is accountable to the public for anything that may have arisen, for any misconduct (if I may so term it), I think there will be sufficient power on the part of the railway companies to bring them to order.

1723. Lord *Granville Somerset.*] You say that you are now the deputy-chairman of the South Eastern Railway; have you been so ever since you left the London and Birmingham Railway?—I was before that.

1724. You have, independently of your connexion with railways, had a great deal of connexion with the carrying trade?—I have.

1725. Were you not the party who made strong representations last year in regard to the carrying trade, on the part of Messrs. Pickford & Co., upon the Chester and Crewe Railway, and others?—Yes, I opposed the Chester and Crewe Bill; at least, I wished to get clauses introduced into it, and petitioned Parliament upon the subject.

1726. To what effect were those clauses?—I do not recollect what those clauses were, but they were for the purpose of allowing the public to make use of the railway equally with the company themselves.

1727. Your general feeling has been to put railway companies under considerable restraint, has it not?—Not at all.

1728. By the introduction of those clauses which you proposed, did not you wish to restrain the unlimited power which the railway companies now have as to the management of their own traffic—No; I wished to have the power of travelling over the railways at the same cost and charge that they themselves did, and I wished to prevent their being general carriers throughout the kingdom. They might be carriers upon their own line.

1729. Is not that, in point of fact, introducing the principle of restricting the powers which they now have?—I say that they are contending, at least that the Grand Junction Company is contending, for a power which they have not.

1730. That is a point still under discussion?—It is in litigation still.

1731. Have you not, then, a general feeling that the railroad companies should be put under restriction as to the mode of managing their business?—I think that the railway companies should be put under restriction, so as to allow the public to have that benefit which was originally intended by Parliament; and I think that, when I look at the few thousands of proprietors of railways, and the millions that are not connected with railways, the public have a greater claim for protection than has been yet granted them.

1732. Your feeling is this, that the public ought to have greater power of superintendence and restriction over the railroad companies than at this moment they enjoy?—I think that a Board, as recommended by the Committee of last year, would be extremely desirable for the public at large, and not at all injurious, but the reverse, to the railway interests.

1733. Is not your general opinion this, that the railway companies should be restricted in the management of their property. Can you carry out the principle you have now advanced, without admitting the correctness of that proposition?—I think they should not be restricted in the management of their property, provided they manage it properly, without injury to the public; but if they oppress the public, then I think it is desirable that there should be a superintending power. Their control over the traffic on their lines has been so much more extensive than was at first contemplated, that I think this excess of power (so to speak) ought to be subject to supervision.

1734. Then that oppression of the public, you think, does now exist in some respects?—I think that oppression does exist in some cases; I think that, gene-

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rally speaking, the railroads act very liberally: I will give them credit, generally, for liberality, but there are instances where you do not find liberality.

1735. And, therefore, whatever may be the extent of the operation of that restriction, you do think there ought to be some restriction made with reference to the management of railroads by the railroad companies?—I think it very desirable that those who felt themselves aggrieved should be able to go to some court of appeal; some independent power.

1736. You have already attempted to carry out your principles through the medium of a court of law?—I am now attempting it; I have never sounded a retreat from the attack I first made, I think in the month of October. From that period to the present, I have endeavoured most steadily and earnestly to bring the question to an issue. Up to the present period I have been prevented, but it is not my intention to desist; but whilst I am doing that against one railway company, I am very happy to say that all the other railway companies with which I have to deal (and I have to deal with almost all the railways in Great Britain) are acting in a very different way.

1737. Then your statement is, that in your capacity of carrier, you are connected with a business which is carried on over a great proportion of the railroads in Great Britain?—I am.

1738. And that, generally speaking, you find them anxious to carry on their business in a way which you think advantageous to yourself and to the public?—Exactly.

1739. But there are exceptions, and those exceptions you are now trying to conquer by means of a process of law?—Decidedly.

1740. Have you ever had that point brought to judgment?—Never.

1741. Were you prevented by any technicality, or in what way has it happened that the point has not been brought to judgment?—By a technicality in the first instance.

1742. Could you, without going into a legal point, state what that technicality in substance was?—I think I can state it generally in a very few words. We demanded to be placed on the same footing with Chaplin & Horne; it was objected that that demand should have been in the affirmative; either that we should be raised to their footing, or they depressed to ours.

1743. Your application was with regard to the tolls upon the railroad?—With regard to their charges.

1744. Do you think it would be desirable to give any superintending power to any department of the Government, to the extent of saying what charges should be imposed by the different railway companies in the transaction of their business?—Certainly not.

1745. Then, supposing even this 11th clause were to be carried out, do you think there ought to be a restriction upon the superintending authority given by this clause?—The maximum of charges should be laid down, and their equality, under similar circumstances, provided for; but this can scarcely be done by a discretion left to a public Board, and I do not think it ought to be so done.

1746. Then, so far as your present proceedings are concerned, the passing of this clause with that restriction would leave matters exactly as they now are?—Precisely.

1747. Have you not, in your memorial to the Board of Trade, endeavoured to induce that body to interfere under the powers of the Act of last Session?—Yes.

1748. If you object upon principle to such a power as that of regulating the charges of the railways to different parties being invested in the Board of Trade, why did you think it right to apply to the Board of Trade to put in action the power of the Act of last year?—For this reason: In the month of October, when that discussion first took place between the Grand Junction Company and myself, I then wrote to the Grand Junction Company, stating, that as their reading of their power under the Act of Parliament and my reading was entirely at variance, and as I was anxious that the question should be set at rest as early as possible, I would give instructions to my solicitor to proceed with every possible despatch, and I should feel obliged if they would adopt the like course; that all I was anxious for was, that the question should be set at rest; the earlier the more agreeable to me. From that period to the present I have never ceased endeavouring to bring the question to an issue. Finding there was so much difficulty in the way, I considered it desirable to apply to the Board of Trade under the Act of last Session.

Session. Had I been aware earlier of the power I possessed under that Act, I should have made my application to the Board of Trade; but I was not aware of it till subsequently. I took my proceedings without considering that I had the power of going to the Board of Trade. When I found that so many delays were thrown in the way, I then thought that if I could by any means bring the question to an issue more quickly it would be desirable. The question will be brought to issue in a court of law before very long; but my object was to get it set at rest as quickly as possible, for it is no satisfaction to me to go on contending with a public body, adding to my expenses very materially. My position cannot be worse; it may be better. If therefore I could have got the question set at rest earlier, I should have been glad; I had no other reason for going to the Board of Trade.

1749. What is the precise application you are now making to a court of law?—I was not aware that I should be examined upon this subject, or I should have come prepared with various documents. The questions between the Grand Junction Company and Pickford & Co. are these: first, that trucks are not allowed to run through either way: second, not the same terms of payment as others: third, they refuse to take in Pickford & Co.'s goods at either end: fourth, they refuse to receive our goods at their warehouses as late as those of other parties: fifth, they refuse us the use of the Liverpool warehouse: sixth, they refuse us the use of their line to take trucks to the station at Birmingham: and the seventh is, that goods of Pickford & Co. from Liverpool are always late delivered at Birmingham. There are seven different points. We have also an action against them for small parcels in hampers which they refuse to take. Those questions will shortly be set at rest; but, as I before observed, if I could have got them set at rest in the month of October, instead of contending from that time till the month of March or April, I should have been extremely glad.

1750. Mr. *Labouchere.*] What was the date of your application to the Board of Trade?—I think that was in the end of February.

1751. When you applied to the Board of Trade you had already commenced those actions?—I had proceeded against them, and have been going on since the month of October.

1752. Lord *Granville Somerset.*] Those are the points that are under discussion between you and the Grand Junction Company at this moment?—Yes.

1753. You began your litigation in October, and you made that application to the Board of Trade in the month of February?—Yes.

1754. Has your application been answered yet?—No.

1755. When do you expect to come to trial upon these various points?—That depends upon the Grand Junction; if they are able to proceed in the course in which they have proceeded up to the present time, and if they have the power of preventing its being brought to trial in the course of the month of April, we must submit to it.

1756. Your proposition is, that the Board of Trade have the power, under the present Act, to take up your view of the case, and to proceed in a court of law in furtherance of your view?—What I am advised by my legal advisers is, that the Board of Trade have the power of requiring, if they are satisfied with the case, the Attorney-general to proceed.

1757. That is upon the principle that the point upon which you seek redress is already established by law in your favour?—No, that would be established through the Attorney-general.

1758. But you yourselves are proceeding to bring actions, or to take some legal measures in regard to those various points?—Yes.

1759. And you found your right to proceed in that way upon some existing law?—Upon the common law of the land.

1760. But furthermore, you must suppose that your application to the Board of Trade is properly based upon the ground that, in the Acts by which the Grand Junction Railway is constituted, you have the law on your side?—Certainly; and I was advised that the chief advantage of Lord Seymour's Bill consisted in its removing from individuals the burden of costs and charges, and throwing it upon the Board of Trade. It was not that which I wanted, but I applied to the Board of Trade for two reasons; first, because I thought that legal proceedings taken under their sanction might have greater weight, and some technical difficulties be removed; and secondly, because I wished the Board of Trade should be in possession of the case, with a view to providing sufficient remedies.

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1761. By legislative enactment?—Any enactment they might think fit.

1762. Then are the Committee to understand, that in giving the opinion you have expressed before this Committee of the desirableness of giving further powers to the Board of Trade, your anxiety is that they should be able to regulate, on behalf of yourself and the public, matters of that sort?—I am scarcely competent to decide upon the proper remedy; but it is very desirable that the facts should be known. I presume that this Committee is, like the Committee of last year, sitting to ascertain the truth; therefore I give a fair and true statement of what has actually taken place, and I leave to others to decide what is best to be done.

1763. You stated, that in addition to your anxiety that the Board of Trade should take up your cause under the provisions of the Act of last year, you made your application likewise upon the ground that if the law was not sufficient as it now stood, they should apply for legislative authority to carry their power of regulation still further?—If the powers that were granted to railway companies were oppressive to the public, it was very desirable that there should be, at all events, some independent court to which the weak could go for protection against the strong, because it is quite out of the question that a private trader, if a railway company were to feel inclined to oppress him, could contend against a great public body with the enormous income they possess; I therefore was anxious that a fair statement should be made, and that the Government should judge, or the Legislature should judge, for itself what is desirable to be done.

1764. Are the Committee to understand that your impression and your feeling is, that the Board of Trade should be armed with authority to regulate, on behalf of the public, the trade carried on by the several railway companies?—No.

1765. How much less than that do you aim at?—I should be perfectly satisfied if, where the railway companies adopt courses which the law of the land would not justify, or do acts oppressive to individuals, we should have the power of appeal to that Board.

1766. Acting contrary to the law of the land is one question, because that is a definite rule to go by; but, when you talk of acting in an oppressive manner, that must be matter of opinion, must it not?—Just so.

1767. For instance, supposing that one part of the public, not being carriers, should say that the carriers were acting towards them in an oppressive manner, and that, therefore, there should be some superior authority, who should take up the part of the weak against the strong, and bring the carriers to reason, would not that be a parallel case to the one you have just been putting?—No; the carrier, if he acts improperly, is brought to reason by free competition; if I misconduct myself as a carrier, any individual may oppose me; but a railway company is a power that you cannot oppose. The control, therefore, supplied by competition in ordinary cases, must be supplied in this case in some other way.

1768. Have there not been accusations, whether true or false, made, that some of the carriers had advantages given to them that other carriers had not, upon the first opening of the London and Birmingham, for instance?—That accusations have been made that individuals had advantages, is quite clear.

1769. Was not a charge, upon very much the same principle as that which you would now enforce against the railway companies, brought against the London and Birmingham Company, expressly upon the ground that they had given advantage to some connexions of yours?—Decidedly it was so; but it was very untrue.

1770. Would it not have been very unjust for the Board of Trade, supposing they had had authority, immediately to have interfered in that squabble between you and other carriers?—If they had interfered, and saw that that which was unfair and improper on the part of the London and Birmingham had been committed, it would have been quite right.

1771. Then you are of opinion that there ought to be a summary power given to the Board of Trade to interfere in all these great concerns, as between different parties?—If the railway companies adopt one course towards one party and another course towards another party, I think there should be some independent power to interfere.

1772. Mr. *Labouchere*.] When you talk of interference, do you mean summary interference by the Board of Trade, or do you mean merely interference by the Board of Trade undertaking to bring a question of this kind, on behalf of the public, before some tribunal?—Interfering to bring the case before some tribunal. Generally I am of opinion that the Board of Trade, being without interest in the matter,

matter, and being clearly responsible to Parliament, would not abuse their powers, and that any abuse of them would be easily and speedily corrected by Parliament; but that abuses by the companies, who are interested and irresponsible, would be both more probable and less easily rectified,

1773. Are the Committee to understand that you propose to give to the Board of Trade any summary power of itself interfering in questions of this kind?—Certainly not; I have no such intention.

1774. Lord *Granville Somerset.*] You stated that you had read this 11th clause; you are aware, therefore, that by this 11th clause a summary power is given to the Board of Trade?—I am aware that there is no power given in that clause that I should feel the least objection, as a railway proprietor, to the Board of Trade possessing; whether I am right or wrong is another question.

1775. The power given by the Act of last year was simply that of setting the law in action; you are aware that the clause that is under discussion before this Committee goes further?—Yes.

1776. That is to say, the clause of this year allows a summary interference with the concerns of railway companies, under certain limitations?—Yes.

1777. Do you think it would be right to give that power of summary interference with regard to such questions as you have been stating; namely, the mode in which the railway companies are to carry on their traffic?—I have stated distinctly that the mode in which the railway companies are to carry on their traffic was never in my contemplation in speaking of the clause, nor do I understand that to be the purport of the clause.

1778. Upon such points as with regard to their giving you trucks or warehouse-room?—The Board of Trade would have nothing to do with that.

1779. Mr. *Labouchere.*] Is not it the case that the summary power contemplated in the 11th clause applies exclusively to questions that relate to the public safety?—Decidedly so.

1780. Do not you think that there is a wide distinction between those points and points that refer to other matters, such as the conduct of traffic and matters affecting the loss or gain of particular individuals upon the railways?—Assuredly I do.

1781. Lord *Granville Somerset.*] Upon the whole you are partial to this summary power being given to the Board of Trade?—The power that is proposed to be given to the Board of Trade I do not object to, but the reverse.

1782. Mr. *Labouchere.*] You mean, confining the power to points relating to the prevention of accidents exclusively?—Yes.

1783. Mr. *Freshfield.*] You stated that one of the objects of your applying to the Board of Trade was to get the law put in force with relation to some grievances that you considered to exist between you and the railroads?—One of my reasons was, that the question might be brought to issue earlier through the assistance of the Board of Trade, by their requiring the Attorney-general to adopt that course which I had the power, it is true, of adopting myself.

1784. You were understood to say that one subject of grievance on your part was a dispute about small parcels?—Decidedly.

1785. Was not that a question upon which you gave evidence before the Committee last year?—I do not recollect, but it is very likely.

1786. The railway companies have the power, under their Acts of Parliament, to charge specifically for small parcels?—Yes.

1787. You, on the contrary, as carriers, have claimed the right of putting as many parcels as you can get into your basket or other package, and that that is to go as one package?—Yes.

1788. If they are bound to let you carry it as one parcel, but in point of fact insist upon opening your package and charging you for the parcels it contains, as separate parcels, you are injured to the extent of that which you pay more than you ought to pay?—Yes; we maintain that they have no right whatever to do so; that the law of the land prevents them from opening those parcels.

1789. That is the ordinary case of a railway company charging more than they are entitled to charge?—Yes.

1790. You are called upon to pay more than you are liable to pay?—Yes.

1791. Is not your course, therefore, simple and plain; namely, to bring an action in a court of justice to recover the amount of the improper charge?—I have done so.

1792. Is that a case in which you think the Board of Trade ought to interfere?—The

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—The only point in which the Board of Trade could interfere would be, under the powers of the Act of last Session, to require the Attorney-general to take that step which I myself have the power of taking.

1793. But you think it is not enough that you should be left to put the law in force by your own authority?—I have put the law in force by my own authority; but if I can bring the questions to issue earlier by making use of those powers which I have been advised the Act gives to the Board of Trade, I should think it very desirable. Let the Grand Junction Company have their true and proper rights; the earlier they have those rights the more agreeable to me. I want the question settled, and the earlier I can get the question settled, the more satisfactory it will be. I would not continue one single moment sending my packages in the way in which I am now doing, if I were not firmly convinced and thoroughly advised that I am doing that which is legal and right; and it is not my fault, but it is the fault of the Grand Junction Company alone, that that question has not been brought to issue long ago.

1794. Do you also contend that the public should practically have the right which they have by Act of Parliament, to use locomotive power of their own upon the railways?—If it could have been done with safety, it would be all very well; it was originally intended, and all those Acts appear to have been granted with a firm conviction that they could have been used as the highways and canals of Great Britain. I am satisfied that those powers would never have been given, if originally it had been seen that locomotive engines were to be, as they now are, all under one power.

1795. Mr. *Labouchere.*] Was the question relating to parcels included in the application to the Board of Trade?—I believe it was not in the memorial; we brought a second action against them for that.

1796. Mr. *Freshfield.*] You have stated that you do not object to the Board of Trade having the discretionary power so far as is necessary for the prevention of accidents upon railroads, and you said that you did not feel the proviso to be necessary which limited the nature of the interference; but do not you consider that the remainder of the proviso should remain as to giving publicity and giving notice to parties?—Decidedly.

1797. Mr. *Labouchere.*] Finding in Lord Seymour's Act a power given to the Board of Trade to prosecute, on behalf of the public, railway companies when that department shall consider it for the public interest to do so, you made your application to the Board of Trade, thinking that your case was one which they ought to take up?—Exactly so.

1798. You have not yet received an answer from the Board of Trade, whether, in their opinion, it was a case in which they were bound to exercise the discretionary power conferred upon them by Lord Seymour's Act?—No.

1799. You are aware that the Board of Trade have referred your application to the railway company, and are waiting till they get such observations as the railway company may think it right to address to them upon it, before they shall decide upon the course they shall pursue?—The only information I have received from the Board of Trade is, that the question had been under consideration; the memorial was sent to the Grand Junction Company, and a further answer would be given at a future period: from that time to the present I have heard nothing.

1800. Lord *Granville Somerset.*] You have stated that you are now deputy chairman of the South Eastern Railway; the South Eastern Railway is dependent upon arrangements with the Brighton, the Croydon, and with the Greenwich Railways, for its continuation to London?—Yes.

1801. Have you practically found considerable difficulty in making arrangements with each and all of those companies?—There was very great difficulty.

1802. Are the arrangements at this moment satisfactorily settled?—I think I can say that at the present moment they are going on very satisfactorily; but whether they will be carried out or not is still a question.

1803. When you open your railway for traffic, do you apprehend that difficulties may arise of a very serious character upon one or other of those railroads?—Yes; if the companies do not act with great unanimity, there may be confusion.

1804. What power do you conceive that you have, beyond private negotiation, of forcing the other railroad companies into proper arrangements, not merely for your benefit, but also for the convenience of the passengers who may travel upon your railroad?—None whatever.

1805. So that, in point of fact, if anything that is disagreeable should arise, the whole

whole benefit of your railroad may be stopped by one or other of those railways being refractory?—Assuredly.

1806. Did it ever pass through your mind, the expediency, as well as the possibility, of matters of that sort being arranged by arbitration, by a shorter course than a process of law?—An application was made, I believe, to this very Committee, earnestly advocating arbitration amongst those parties; and had there been that power of arbitration, a very large sum of money would have been saved to the respective companies, besides great loss of time.

1807. That was with regard to the formation of a railway previously to its being opened?—Not only before the formation, but always.

1808. Mr. *Labouchere.*] When you say "this Committee," do you mean the Committee which sat upon railroads during the last Session of Parliament?—Yes.

1809. Lord *Granville Somerset.*] Do you find anything in this 11th clause which would remedy the inconvenience now alluded to?—I should anticipate that we might go to the Board of Trade, and place our affairs before them, to get them arbitrated upon.

1810. Is there any compulsory power in the 11th clause which, in your belief, could carry out such an arbitration?—I do not know that there is; and if that be so, I do not think the public are sufficiently protected.

1811. Mr. *Labouchere.*] The 11th clause is exclusively confined to endeavours to protect the public safety, is not it?—That I think is so at present.

1812. Lord *Granville Somerset.*] But you, as the manager of the Dover Railroad, would feel no objection to power being given to form a court of arbitration to settle those arrangements, and you would have no objection to be bound by the settlement?—Not at all.

1813. Have you ever thought in what way that court of arbitration could be satisfactorily and properly established?—No. Had there been a court of arbitration, and had the railway companies with which I have had dealings been able to go to such a court, a mighty portion of time, expense, and vexation would have been saved. I will mention a case. If I want to come from Lancaster by a second-class train, at this moment, however liberal one of the companies may be, I cannot get through to London by a second-class train in a day; a single company may stop me, and one company has done so.

1814. Mr. *Labouchere.*] Why not?—Because the Grand Junction Company will not allow second-class passengers to travel except at six o'clock in the morning, and again in the evening; so that however liberal another company may be, they cannot go through in a day. Second-class passengers cannot travel as they used to do in ancient days, part in the inside and part on the outside, upon railways pursuing the course above stated.

1815. You mean that a second-class passenger cannot go through in a day, unless he takes a place in a first-class carriage a certain portion of the line?—He must take a first-class place to a given point. Now, supposing I could not travel inside, and I wanted to travel by second-class, I should not have the power of coming from Lancaster to London in a day. I must submit to pay the first-class fare to enable me to get from Lancaster or from Preston to London; and if I want to come from Manchester or Liverpool, I must leave at six in the morning, because from that hour till late in the afternoon there is no opportunity for a second-class passenger to get along.

1816. Lord *Granville Somerset.*] Were you in the management of the Birmingham Railway when the Derby Junction was opened?—Yes.

1817. Had you any difficulty in making arrangements upon that occasion?—The difficulty of making those arrangements was such that it laid the foundation for my saying that nothing should induce me to remain to be subject to so much annoyance and vexation as arose out of that junction.

1818. Were the difficulties chiefly with regard to the money terms, or with regard to the times and the mode of connecting those trains with your trains?—I think I may say, everything.

1819. The difficulty was not confined to the mere money part of the transaction?—Certainly not; I think there was greater difficulty in other matters, if possible

1820. Your evidence upon this subject is given as having been at that time superintendent of the London and Birmingham Railway?—Certainly.

1821. Mr. *Labouchere.*] Not in your character as a carrier?—Certainly not; it did not affect me in the slightest degree. I make no complaint as a carrier against any

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any railway company, except that which I have made against the Grand Junction. Every other railway company takes a wrong course, provided the Grand Junction Company take the right one. The complaint that I make against the Grand Junction Company will be set at rest shortly by a court of law; but in speaking of railway companies generally, I speak simply as having been the superintendent of the London and Birmingham, and as a very considerable proprietor both of the Grand Junction, London and Birmingham, and other companies.

1822. *Chairman.*] The South Eastern Railway, of which you are deputy-chairman, will have some connexion in its arrangements with the Croydon Railway?—Yes.

1823. Supposing the arrangements and regulations on the Croydon Railway were such as were not in the public opinion well calculated to secure the safety of the public, would not it be very injurious to the interests of the Dover Railway?—Certainly.

1824. And yet the Dover Railway would have no power of compelling the Croydon Railway so to improve their regulations and arrangements as to give confidence to the public?—Assuredly it would be so.

1825. Would not that be a case in which the exercise of the discretionary power given to the Board of Trade, would be almost essential for the interests of the Dover Railway?—Certainly; and I do not think it is possible that the railway system can continue long without considerable interference. If the principle of railways is right, and if economy in both making railways and in working railways shall prevail, which I have no doubt will be the case, we shall have a great increase, to the amount of 50 or 60 millions, expended upon railways. I anticipate that many years will not pass before the increase of railways will be very considerable, and I am quite sure that we shall find a material interference absolutely necessary for the welfare of the railways themselves.

1826. Mr. *Labouchere.*] Supposing your principle were adopted, and that a power of arbitration upon questions of the kind which have been referred to were given somewhere, do not you think that it would be very likely to happen, if that power were given to some one or two officers of the Board of Trade, that with whatever degree of integrity and ability those decisions were given, yet that gradually there would spring up some degree of suspicion against them on the part of some parties, who might be dissatisfied with their decisions, and that in the long run the decisions of such a body would not be looked to with the confidence which they ought to inspire?—We know that wherever a power is lodged, parties who do not get that which they wish will be dissatisfied.

1827. Do not you think it would have a tendency to obviate the evil consequences referred to in the last question, if any parties to whom that power of arbitration were entrusted, were appointed to arbitrate for the particular case, and were not a permanent body?—I think it very likely they would give more satisfaction than if they were a permanent body; but I do not think that, without some court or some party to whom appeals may be made, the system will work at all.

1828. Do you think the object would be accomplished if, for instance, the Board of Trade, or some other public department, were empowered to appoint persons to arbitrate in any case of the kind which you have mentioned, of dispute arising between railways?—I should say decidedly it would be beneficial.

1829. Does not it appear to you that a system of that kind would be preferable to some officer of the Board of Trade being the only person to whom disputes of that kind should be constantly and invariably referred?—If the view taken in the question be correct, that by the officers of the Board of Trade being always the parties to whom appeals were to be made, they would get into discredit and give dissatisfaction, assuredly it would be better to have some other party.

1830. Do not you think there would be great danger, with whatever degree of integrity and ability duties of that kind were discharged by the officers of the Board of Trade, that being placed in a situation so invidious and difficult as that of being the constant tribunal of arbitration between contending railway parties, there would gradually spring up a feeling of hostility and suspicion towards them, which would incapacitate them from doing their duty satisfactorily towards the public?—I think it is very likely that they might get into discredit, but whether justly or not is another question.

1831. Would not that objection be avoided, and your object be equally well accomplished, if the Board of Trade had the power of naming for each particular

case

case particular arbitrators to whom the case might be referred?—I think I should prefer it; that would relieve the Board of Trade from the difficulty. *J. Baxendale*, Esq. 31 March 1841.

Captain *John M. Lawes*, called in; and Examined.

1832. Mr. *Labouchere.*] ARE you the manager of the Manchester and Leeds Railway?—I am. Capt. *J. M. Lawes.*

1833. How long have you held that situation?—About 12 months before it opened; I have been connected with it from its very commencement, from its first application to Parliament.

1834. Have you ever been connected with any other railway?—No.

1835. Have you read the reports of the officers of the Board of Trade on railway accidents?—I have.

1836. Do you generally concur in the recommendations contained in those reports?—Yes; I think they are generally very good suggestions.

1837. Are you aware of the discretionary power which it is proposed to entrust to the Board of Trade, for the prevention of accidents, in the 11th clause of the Railway Bill now before the House of Commons?—I have read that clause.

1838. Should you feel any apprehension for the interests of the railway with which you are connected, if that clause was passed by the Legislature?—No; as an individual railroad proprietor, I should feel no apprehension about it.

1839. Do you think it would be useful that there should be some power to frame and enforce some general regulations for the different railways in the country, for the prevention of accidents?—I think it would be an useful power; an uniformity of system I think is a very essential thing to safety.

1840. *Chairman.*] What railways is yours connected with?—We actually join two; the York and North Midland. By a clause in our Act we have a right to pass over a mile and a half of the North Midland to join the York and North Midland, ours being a continuous line eastward to Hull or southward to Derby.

1841. Mr. *Labouchere.*] Supposing the Board of Trade had merely the power of making suggestions to the different railway companies, of such regulations as they might conceive to be calculated to diminish the occurrence of accidents, instead of making regulations with a power to enforce them, do you think the object in view would be equally well accomplished?—I should think it would be a very dangerous thing on the part of any railway company to disregard such regulations; and that if any accident occurred from a disregard to such regulations or such suggestions, the effect might be exceedingly injurious to any railway company so acting.

1842. With a view to the general interests of railways and the satisfaction of the public, which do you think would be the better course for Parliament to adopt, to confine the Board of Trade to the power of making suggestions, or to authorise them to issue regulations, and to enforce those regulations in case they were not adopted?—I think in the practical working of the two there would be very little difference. If the Board of Trade had the power to enforce those regulations, there might be some solitary instance where it would be necessary to exert that power; but if the Board of Trade confined itself to mere suggestions, no one can doubt but that those suggestions would be well considered; and as the Board of Trade always has an opportunity of commanding the very best railway intellect, as well as any private company, it is not at all probable that any suggestion would emanate from the Board of Trade that was not generally practicable and useful.

1843. Do you believe that at this moment there is a want of uniformity of system on the railways throughout England?—I think there is.

1844. In what respect particularly; with regard to signals for instance?—With regard to signals more particularly, and with regard to regulations as to one train following another.

1845. Were you present at the general railway conference held at Birmingham in January?—I was.

1846. Did you concur in the resolutions come to there?—No, I did not; my own opinion of any such meetings was certainly not favourable to them; that they could do no good, and might do a great deal of mischief.

1847. Why so?—I thought it looked like forestalling any legislative measure, and that it would bring a suspicion from those who had the power of making laws, or from the Government, upon them; that they were attempting to get up a party,

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and prejudging any measure that the Government, or any private member of the Legislature, might think proper to bring in for the better regulation of railways.

1848. Still the result of that meeting was, to recommend for the consideration of the railways generally throughout England, a system of regulations?—It ended nominally in that; but I do not believe there is one railway, or one person belonging to a railway, who has any power to carry out such suggestions, who in the slightest degree regards them.

1849. You do not think those suggestions have produced any effect whatever?—No; I think the signals that were proposed were preposterous, and merely proved that the parties that brought those signals forward were far behind the generality of railways.

1850. Lord *Granville Somerset.*] You thought the parties that proposed those signals did not understand the best code of signals?—I thought so, certainly.

1851. Supposing the Board of Trade were to have the power to establish signals, in what way would they set about forming the best code of signals?—By inquiries and observations. It would be, I think, not a likely thing that anybody armed with responsibility would set about forming a code of signals without first obtaining the very best information as to what were most likely to work in the most simple and certain manner.

1852. Do you think the same code of signals would be applicable to every railway, whether a short one or a long one, whether a railway of great traffic, or one of small traffic?—There might be certain local differences, but the general principle might be very beneficially established upon all railroads.

1853. Taking the time during which signals of a particular character should be exhibited, will not the propriety of the extension or diminution of the time depend upon each particular case?—I think not; I think whether a train is going 40 miles or 50 miles, the signal to stop, or the signal to go slowly, is equally applicable.

1854. Do you think that the signals upon such a line as the Liverpool and Manchester, where the trains are so constantly passing backwards and forwards, could be exhibited advantageously for the same period as upon a line where the trains passed much less frequently?—I think that, unless the signal could be made momentarily, it will be of no use.

1855. You would not approve that a signal should be kept up for a certain time?—At certain stations, where trains might be delayed; for instance, in shunting goods-trains, that is, in going into a siding.

1856. Mr. *Labouchere.*] Has it not been found by experience that an acciden happening upon any one railway diminishes the traffic, and consequently the receipts, upon all other railways?—I am not aware of that fact.

1857. Have you read the last report of the Liverpool and Manchester Railway?—Yes; I do not attach much importance to those reports.

1858. Lord *Granville Somerset.*] What do you say with regard to time-tables; how do you think the recommendations of the officers of the Board of Trade could be carried out upon railroads generally?—I think there would be no very great difficulty in carrying out time-tables; I know in the line with which I am most familiar we have a time-table, constructed according to the gradients; for instance, in going one way over the same ground, there is a different time allowed from what there is in coming another way.

1859. According to the gradients, and according to the curves?—Yes.

1860. What regulations have you been able to establish as to keeping the trains within time?—We find very great difficulty in keeping the enginemen within their time.

1861. You find considerable difficulty in keeping the enginemen to a regular speed?—Yes, they overran their distance in the time, and they had to wait. We started with giving very ample time to perform the journey, that they might not run at great speed; but as soon as they had gone two or three times over the road they felt confidence, and the consequence is that they have generally gone faster than was necessary to keep their time.

1862. Do you intend, in consequence of that, to accelerate your speed generally?—We always intended to accelerate after a month or so. We only opened on the first of the present month, and our intention was to put them on at slow time at first, and to get them fully conversant with the road before they went at greater speed.

1863. Have not you opened a large proportion of the line a year and a half?—

We

We have been open about 13 miles more than a year and a half, and about 30 miles at the other end six months.

1864. What is your maximum speed upon any portion of the line, according to your time-tables?—Thirty-five miles an hour.

1865. You reckon that perfectly safe?—Yes.

1866. Is that upon a dead level?—Upon favourable gradients, rather rising; we give less speed in going down a gentle incline than in going up.

1867. What means have you of ascertaining that the engine-drivers follow your directions as to the speed?—There are registers kept at every station; there is a station at every three miles upon the road.

1868. Do you stop at every station?—Most of the trains do.

1869. Taking those trains that do not stop at every station, is any register kept of them at those stations?—At every station.

1870. It is the duty of some particular person at the station to note the time at which the train arrives there, whether it stops or not?—Yes.

1871. Is that note entered regularly in a general book kept for the purpose?—Yes, and sent in a return from each station.

1872. Do you, as general superintendent, consider it part of your duty to inspect the returns?—Yes.

1873. And if the returns exhibit improper speed, either by going too fast or going too slow, do you immediately institute an investigation?—Yes, I send the particulars to the locomotive department, with the engine-driver's name; if there is any cause for being dissatisfied with his conduct, the circumstance is sent in the shape of a report, with a desire that it may be reported upon for the information of the Board, if the case requires it.

1874. Not keeping time accurately is a ground of dissatisfaction?—Yes; if he does not keep his time accurately, it becomes a subject of inquiry.

1875. Have you any scale of punishment for inaccuracy in keeping time?—If the thing is repeated, he would be suspended.

1876. You have no system of fines for inaccuracy, have you?—My own impression was, that fines were not likely to work well; they cause very great discontent among the parties; and I have always found, in having to deal with men in the course of my life, that if you suspended them from duty and gave them nothing to do, it was a more severe punishment than any fine, and putting them again on the engine with all the angry feelings they would have under that punishment, and therefore I preferred total suspension from duty; any of our inspectors would have authority at once, if he was not satisfied with the conduct of any one under his orders, to suspend him, reporting the circumstance to me, and I very often have kept him, without answering the report, suspended for a week, if the case was one that deserved punishment; he would lose a week's pay by it, and be hanging on with great anxiety all that time, not knowing whether the suspension might not terminate in dismissal.

1877. You consider that one of the most essential points of obedience to your orders, is accuracy as to time?—It is.

1878. And you do not find any great difficulty with regard to keeping your time-tables?—No, there is no difficulty; the inspector at the station has a little book with the name of the engine, and he puts down the time it arrives.

1879. Have you conductors, besides the enginemen, with the different trains?—We have two guards to each train.

1880. Have they anything to do with keeping time?—No.

1881. Do they carry timepieces?—If the train is delayed at any station more than three minutes, the guard is bound to report the delay, and he has a book to make the report in; if she arrives before her time, she must be delayed more than three minutes.

1882. Then are those books of the guards compared with the reports from the different stations?—If there is any discrepancy between the two, we inquire the cause.

1883. What is the whole length of your line?—Fifty miles, and we run over 10 miles more of the North Midland to Leeds, making 60.

1884. What is the time allowed from end to end?—We started with allowing three hours for the quick trains and four hours for slow trains, stopping at the stations. Now we contemplate making the slow trains three hours and a half, and we have received an order from the Post-office to make the quick trains two hours and three quarters.

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1885. Do you think you can do it with safety in that time?—Yes; I have no doubt of it.

1886. How many stations have you for the slow trains to stop at?—I think it is 15, and we are going to establish three more. It is a very dense population that the line goes through. We have had applications for many more stations.

1887. How many trains pass and repass on the line?—We have nine passenger-trains in a day each way.

1888. How many goods-trains?—At present we have about four, but we are about to put more on.

1889. With regard to any difficulty which would arise from a certain interval being required between the starting of different trains, what would you say as to that point?—I should say it is quite essential that there should be a sufficient interval.

1890. What is the interval which you require?—Ten minutes.

1891. You think that is sufficient?—I think it is.

1892. Supposing a train which starts at eight in the morning loses time, what happens with regard to the second train which follows it?—We limit him to a speed, and that speed is such, that in the course of two or three stations he will be able to make up the lost time.

1893. Supposing that the conductor of any train should find that the preceding train was less than ten minutes before it, what would happen then?—The train would be stopped for ten minutes, and then it would be started with every caution; he would be told that another train was only ten minutes before him, and he would then in all probability come up with that train at one of the stations, and if it was a slow train, it would be ordered to shunt and let the quick train pass.

1894. You never shunt except at a station?—No; we have no sidings except at stations; our stations are so numerous, that it would not be necessary.

1895. There must be some intimation given at each of the stations as to the time at which the preceding train has gone by, if the preceding train has not kept its time?—We have not only an order that the inspector shall inform the engineman, but a positive order that the engineman shall ask the question, "What is before me?" so that he should be able to state always what is before him.

1896. Supposing an omission in doing that should take place, is that, under your regulations, reported to you?—Yes.

1897. From your general experience the last year and a half upon the Manchester and Leeds Railway, as well as any other experience you may have had with regard to other railways, do you think there would be any serious difficulty in causing such regulations as you have described to be carried out generally?—I cannot contemplate any difficulty about it.

1898. Do you know what the system of regulations upon the Liverpool and Manchester Railway is?—I am not aware of the general system. There are certain regulations upon almost all railways, that have emanated from the Liverpool and Manchester.

1899. Did yours emanate from them?—Some of them.

1900. With regard to the system of keeping time, do you know whether that is the same upon the Liverpool and Manchester Railway?—I do not know. At the meeting at Birmingham it was found that the regulations generally were taken from the Manchester and Liverpool. Most of them were similar even in their imperfections to those that were established upon that line. Having had the precedence in carrying out railway communications, of course it was naturally referred to by new railways coming into operation.

1901. What is the character of your railway generally as to curves and gradients?—We have two curves near each other that are sharp, not so sharp as the one that goes out of the Liverpool into the Grand Junction at Newton; but we have two sharp curves; in consequence of the failure of a tunnel we went round the tunnel, and it involved two sharp curves; the gradient on those curves is very nearly level.

1902. What are your gradients generally?—The steepest we have is one in 150, in going out of Manchester.

1903. Is that for much length?—Seven miles.

1904. What is the maximum speed you allow your trains to go down that incline?—We allow them to go down there at 25 miles an hour.

1905. Is the station in the centre?—Yes, nearly in the centre.

1906. That

1906. That of course will prevent the accumulation of velocity, to some, extent?—Yes; there is a station just at the end of it, and one about three miles down.

1907. So that they run without interruption only four miles out of seven?—Five; it is nearly five miles from the first station; but that part coming in upon the viaduct is nearly level, and coming into the station it is rather a rise. It has been raised on purpose to give control in coming in, and to give a start in going out.

1908. Have you had any serious accidents upon your railroad lately?—No; we had an accident to one of the men last week, a foreman of an engine shed.

1909. Did that arise from accidental circumstances, disconnected with travelling?—He was coming back on the wrong line with an engine.

1910. What sort of engine was it; was it a ballast engine?—He had sent the engineman to get his tea. Sometimes up this incline we are obliged, when the rails are slippery, to give them an assistant-engine up; and he had taken the assistant-engine, the engineman being away, and very indiscreetly came back on the wrong line; he was too idle to shunt his engine at the station, and came in contact with a luggage-train.

1911. Lord *Sandon.*] Would any regulation have prevented that accident?—Every regulation that could be made to prevent it already existed. He was a man whose business it was to see those regulations carried out, and he was the only one who offended.

1912. Lord *Granville Somerset.*] He was in fact acting in direct contradiction to a regulation of which he must have been aware?—Yes.

1913. Lord *Sandon.*] The Board of Trade could not, by any regulation they could have made, prevented that?—Certainly not.

1914. Lord *Granville Somerset.*] Do you ever permit an assistant-engine to push behind instead of going in front?—Sometimes we have no choice about it; but our general regulations are, that if an assistant-engine is wanted, she takes the lead, and shunts at the first crossing after the assistance has ceased to be required.

1915. Why cannot you always carry out your principle of putting the assistant-engine in front?—Sometimes the state of the weather requires assistance to be given unexpectedly. Often an engine will start with ample power to get the train up; and when she gets to an embankment, or into a cutting, the rails are slippery just after she has passed an engine-shed, and she would be obliged to go back some distance to let the assistant-engine get before her.

1916. Do you think that occurrence could not be foreseen with a little care?—I think there would be more danger in the observance of such a rule, in certain places, than by taking the other course; they would be getting across the shunts, and it would be more liable to accidents than to let them slip slowly on behind her.

1917. Mr. *Loch.*] Since the Manchester and Leeds have opened throughout, you now communicate with London?—Yes; I came up myself that way.

1918. Can you book from Manchester to London?—No, I book to Rugby.

1919. How many railways do you travel over between Manchester and London?—Four.

1920. Will you name them?—The Manchester and Leeds, the North Midland, the Midland Counties, and the London and Birmingham.

1921. Why cannot you book through to London?—Because we have not made arrangements with the London and Birmingham Company; we have never applied to them to make any arrangement.

1922. In arranging with the other companies, did you find any difficulty?—We had some difficulties, which I believe are overcome now.

1923. Would you have had greater facility in overcoming those difficulties if you had had a public Board to which you could have applied for arbitration?—I think if there had been a Board to apply to, the public benefit was so striking in the case that they would at once have insisted upon an agreement to carry it out.

1924. You think you would have received some assistance in carrying out the arrangements which you thought best for the public?—That is mere matter of opinion.

1925. But you have not met with any difficulties of such a nature with those other railways, as to induce you to think that any third party could have helped you

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you sooner to that end?—No, I do not think any party arbitrating could have assisted us in it; it might have been done by mutual understanding.

1926. In the case of the London and Birmingham, with whom you have made no arrangement as yet, you do not think you could receive any assistance from the interference of any third party?—No, I think not; I think we can, without any reference, carry out all we want.

1927. You have had no great difficulty in settling with those other railways?—No.

1928. *Chairman.* Do you think it would give confidence to the public if they found that the Board of Trade was empowered to issue regulations for the prevention of accidents?—I think it would.

1929. Do you think the Boards of directors or the managers of railways would relax their attention to the public safety if such a discretionary power were given to the Board of Trade?—I do not; their own interests are so much involved in the question, that I do not think there would be any apprehension on that head.

1930. You do not think they would relax their attention to the public safety upon the ground of the responsibility being now attached to the Board of Trade?—I think not, because their profits are concerned as well as the safety of the public; in fact, the two are so closely connected, that they would neglect their own interest if they did.

1931. In speaking just now of the report of the Directors of the Liverpool and Manchester Railway, you were understood to say that you did not much regard such reports; will you state why you do not much regard such reports? Is it from your own experience on the Leeds and Manchester Railway that you disregard the reports of directors?—No; it is from my own experience as a shareholder in the Liverpool and Manchester.

1932. You think the report of the directors is not worthy of much attention?—That is my opinion of it.

1933. Mr. *Loch.*] Do you confine that to the Liverpool and Manchester, or extend it to other railways?—To most.

1934. But your own is exempted?—No, I do not know that my own is exempted more than others. I can speak positively to one thing in the report of the Liverpool and Manchester as not being the fact, and a very important part of the report too.

1935. *Chairman.*] What number of breaks have you to a train generally?—We have two-thirds of our carriages with breaks.

1936. Do you speak of the first-class carriages, or the second-class carriages?—All classes; in every train there are two break carriages, with the break handles within reach of each guard.

1937. Have you a breaksman attached to each break?—We have two guards with each train; therefore we have, in fact, three breaksmen; we have a fireman in the tender, and we have two guards, and each guard has the control of two breaks, so that we can immediately apply five breaks in each train.

1938. Do you think breaks attached to trains essential to the public safety?——Very essential.

1939. Do you think a break attached to an engine would be equally productive of safety to the public as breaks attached to carriages?—Certainly not.

1940. What is the ground of that opinion?—A break attached to an engine, if it were applied with a heavy load behind her, coming down anything of a bad gradient, in all probability would bring down such a rush upon her as would throw her off the rails.

1941. You think, instead of tending to the public safety, it would produce greater insecurity?—We had an engine fitted for a break, and after working it, the opinion of our engineer is not favourable to it, and I believe it will be taken off; it is applied to the fore-wheels of the engine, where there is less proportionate weight than the other wheels; the consequence is, that it lifts those wheels above the rails, if applied very sharp, and being within the control of the engineman, who would see the danger before him, of course he would apply it as sharp as he could, and the consequence might be, to throw his engine off the rails.

1942. Do you think that, if the discretionary power proposed to be given to the Board of Trade by the 11th clause of this Bill were given, they would be justified in ordering that some breaks should be attached to every train upon all railways?—I should imagine such an order would be unnecessary, from every railway company being already properly provided with them.

1943. If

1943. If you found that railway-trains did occasionally go without breaks, you think such an order would be necessary?—I think it would be necessary; and if I were responsible for the proper regulation of railways, as to the safety of the public, I should insist upon it.

1944. With reference to signals, you were understood to say that the signals recommended by the general meeting of railway companies at Birmingham were, in your opinion, very inefficient?—I do not hold them to have been recommended by the general meeting of railway companies; I do not think that any railway company, except the company from which they emanated, would adopt them.

1945. Have you different regulations with respect to signals upon your railway from those in use upon other railways?—No; I think our code of signals, with very slight alterations, is almost general.

1946. Did you adopt yours from seeing them in work upon any other railway?—No; I think on the railway with which I am connected we brought out a red light, made from a mineral fluid, to show a much brighter red light, and that has been generally adopted now on most of the railways working from the west to the east and south, the North Midland and the London and Birmingham.

1947. Mr. *Loch.*] What do you mean by a mineral fluid?—The red lights are composed of a lens filled with a mineral fluid, something like the bottles you see in a chemist's shop; it gives a much more powerful light than any reflector you can have; you get a larger light, and it is seen much better than any coloured glass. I had some experiments tried on it myself, and sent some to the Admiralty, and I found that I was not the first in the field; that the Dublin mail steam-packets had adopted something of the kind about three months before; I gave it to anybody that came. We have now made a very excellent light with it; and we use the same means for a plain white light, by making them all bottles, and filling the bottles with distilled water. It gives a much brighter light than any reflector we have been able to get; and if we want to make a red light of it, the guard, from a little phial in his box, can pour a little matter into it, and it is a red light.

1948. Mr. *Freshfield.*] Are you acquainted with the self-acting breaks recommended by Mr. Stephenson?—We have one making now; we shall see whether it answers; and if it answers, I think it is likely we shall adopt them.

1949. You have not formed any decided opinion upon it?—No, it is not in a sufficient state of forwardness.

1950. Mr. *Loch.*] Do you apply buffers to your second-class carriages?—We are applying them in consequence of the observations that were made in the report of the officers of the Board of Trade; we felt the necessity of meeting public opinion at any rate, and we are putting buffers on them.

1951. When you were examined before the Committee last Session you stated, that in order to equalize the draught of the engine, and to add to the safety of the public, if the number of passengers were not equal to what you thought a load for the engine, you sometimes added luggage?—Yes.

1952. And that you found that an advantage in working the line?—Yes; I think a goods-carriage before and after the train makes the safety perhaps better than all the buffers you can have.

1953. So that the engine always has about the same amount of work to do?—Yes; we generally give the engine a load; we very rarely allow an engine to start without a load; if she has no passengers we put goods on.

1954. If the number of passengers increased along the line, would you take off one of those luggage-trains?—Yes, and leave it; perhaps we could not work the goods out of Manchester with the passengers; but when we get to Rochdale, where our gradients are much improved, if there is a load of goods for London, or Leeds, or Bradford, or anywhere else, we should hang them on.

1955. *Chairman.*] Does the Leeds and Manchester Railway depend, to any considerable extent, for its passengers upon other railways, or merely upon the district through which it runs?—We have a very large passenger traffic beyond our own railway; for instance, we carry London passengers, we carry Derby passengers, Nottingham passengers, Sheffield, Chesterfield, York, Hull, and all the North of England.

1956. As your railway depends upon other railways to a great extent for its passenger traffic, do you think a serious accident upon any of the railways which supply you with passengers would have a detrimental effect upon your railway?—If there was a diminution of travelling in our direction, of course it must have that effect.

 1957. Therefore

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1957. Therefore your railway is immediately interested in the arrangements and regulations made upon other railways for the safety of the public?—As much so as any in the kingdom, from its communicating with as many.

1958. Mr. *Freshfield.*] Do you take as much care in the construction of your wheels and axles for your goods-carriages, as for your passenger-carriages?—Yes, the same; our wheels are very heavy, all of wrought iron.

1959. You take the same precise degree of care with the one as with the other?—Yes; they are the same wheels; we have no variety of wheel for one purpose more than another. We now contract for every wheel; they have Low-moor iron tires.

1960. When you spoke of the signals being unsatisfactory, you applied that generally, not to any particular railway?—Yes; I think there is very little difference in the signals adopted on any of the principal lines of railway; some isolated lines may have different ones.

1961. Do you use the buffer spring to the goods-carriages?—No; we use a thing very nearly the same. We have an elm buffer, which is armed with matting and stuffed with the cocoa-nut husk, so as to make a very soft wadding, upon all our waggons.

1962. And you think that is sufficient for the purpose?—Yes; I think a spring buffer with goods-waggons would be very expensive. In the first place, it must be made very much stronger, and consequently more expensive, from the greater weight it would have to stand.

1963. In point of safety, would it not be better?—I should think not much; the goods-trains do not travel very quick.

1964. Lord *Sandon.*] Have you not sometimes goods carried with passengers?—To a certain extent we have with nearly all the passenger-trains.

1965. Under those circumstances they travel as fast as the passengers?—Yes; but it is not a great weight, and it is between two buffers.

1966. Lord *Granville Somerset.*] Where do you generally put those goods upon those passenger-trains?—Before and behind.

1967. Upon principle?—Yes.

1968. Lord *Sandon.*] As matter of protection?—Yes.

1969. Lord *Granville Somerset.*] Do you confine those goods-carriages that you send with passenger-trains to a particular class of goods?—No; that depends upon accident. We carry a good deal of wool, and if a waggon-load of wool is ready we should prefer sending the wool.

1970. But you would always be glad to mix in a passenger-train a certain number of goods-carriages?—Yes, if the train was not too heavy; if we had spare power we should appropriate it by putting the goods on.

1971. Independently of the convenience of taking the goods, you would do it for the safety of the passengers?—Yes, we should, as a means of economically working the goods, put goods on.

1972. Is it in consequence of your orders that those goods-trucks are mixed with passenger-carriages in the way you have described?—Yes; I have always considered it as giving safety to passenger-trains, and we began it under that impression, that there could be no objection to it, and that it was an economical mode of working the goods.

1973. The safety consists in putting those trucks between the engine and the passenger-carriages, and after the passenger-carriages?—More particularly behind; the great mischief is generally done by trains running into others, and having a couple of waggons behind is almost a certain protection against that.

1974. Mr. *Loch.*] Your principle is to make up the weight, is it not?—Our object is a combined one, that of safety, and that of giving the engine a load was to work most profitably.

1975. Lord *Sandon.*] Do you feel the object of safety so much involved in it as to displace trucks and luggage waggons, in case of the addition of other passenger-carriages, for the purpose of putting them still in the rear?—Yes, we do that.

1976. You look upon them as a kind of buffer?—Yes.

1977. You object to the code of signals suggested by the railway meeting at Birmingham?—I object to them as being more complicated than necessary.

1978. Should you not apprehend that the Board of Trade might be likely to interfere in favour of a code of signals recommended by such a body, and thus to adopt a code of signals which was not convenient?—I should not be afraid of any

responsible officer, where there was a great mixture of lines, adopting a thing that was complicated; if he did, the thing would soon demonstrate itself. Capt. *J. M. Lawes.*

1979. You would rather trust a single officer than the collective wisdom of all the railways?—Yes; when one man could give satisfaction to the whole commerce of Europe and America too, by his judgments as a Judge of the Admiralty Court, I do not see why you cannot have just as responsible a man, whose judgment would be satisfactory upon railroads. 31 March 1841.

1980. You recollect that the Judge of the Admiralty Court decides according to fixed principles; he has not to make the law of the case, but only to interpret the law?—He had not to make the law for the parties for whom he was to decide, the people in America and the people in Sweden and Norway, but they believed in the honesty of his purpose and the soundness of his judgment.

Samuel Laing, Esq. called in; and further Examined.

1981. *Chairman.*] HAVE you any papers to deliver in to the Committee?—I have the minute of the appointment of the Railway Department of the Board of Trade, and the letter from the Board of Trade to the Treasury recommending Sir Frederic Smith's appointment as Inspector General of Railways. *Samuel Laing*, Esq.

[*The same were delivered in, and are as follows:*]

At the Council Chamber, Whitehall, the 11th August 1841.

By the Right hon. the Lords of the Committee of Council for Trade.

Present:—Right hon. Henry Labouchere, Right hon. R. L. Sheil.

My Lords have before them the Act 3 & 4 Vict. c. 97, for regulating railways. Their Lordships, having taken into their consideration the manner in which it will be expedient to carry into effect the intention of the Legislature with regard to the general supervision of railways which has been vested in them by the above Act, are pleased to direct that a letter be written to R. Gordon, esq., stating, for the information of the Lords Commissioners of Her Majesty's Treasury, that on referring to this Act their Lordships observe that the principal duties which will be entailed upon them in carrying it into operation, may be arranged under the following heads:—

1st. That of collecting and recording certain specified statistical returns connected with railways.

2d. That of revising the bye-laws of all railways.

3d. That of enforcing the provisions of Railway Acts involving the necessity of one of the most important objects of railway legislation—that of making a very accurate and minute inspection and classification of all present and future Acts of Parliament relating to railways, and also of directing prosecutions.

4th. That of employing engineers or other competent persons to inspect railways.

5th. That of conducting a very extensive and varied correspondence.

That as the working of this Act must be considered as in some measure experimental, their Lordships are especially desirous to increase the establishment of this office as little as possible, and to make no arrangement which can entail permanent expense upon the public in case of any future change of system.

That this object, their Lordships conceive, may be combined with an efficient discharge of the duties above referred to, by the following arrangements.

As a considerable part of the working of the Act is naturally connected with the statistical branch of this Board already in existence, my Lords think that the new railway department should be annexed to that branch, and placed under the general superintendence of Mr. Porter, the head of the statistical department.

That at the same time, as so many of the most important duties which will devolve upon this Board are of a legal nature, their Lordships think that the assistance of a law clerk will be requisite, whose duty it will be to attend to the revision of bye-laws, to examine railway Acts, with a view both to the enforcement of their provisions, and the improvement of railway legislation generally, to attend to all Railway Bills in their progress through The House, with a view to their legal effect, and to guard against the insertion of improper clauses, and at the same time to conduct the general business and correspondence of the department under the superintendence of Mr. Porter.

That my Lords conceive that it will not be necessary to make any other addition to the establishment of this office, at least in the first instance, with the exception of one junior clerk, to be attached to the railway department.

That with regard to the duty which may devolve upon this Board, of instituting prosecutions, my Lords do not conceive that it will be necessary to appoint a solicitor specially attached to this department, and they propose that the solicitor to the Treasury should be instructed to act under their Lordships' directions in all cases in which legal proceedings are found necessary.

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That with regard to the remaining duty of inspecting railways, and the stations, works, buildings, engines, and carriages belonging thereto, my Lords are of opinion that it may be necessary eventually to appoint a permanent Inspector-general attached to the railway department of this Board, and they are aware that such is the opinion expressed by the Committee of the House of Commons, and entertained by many persons practically conversant with the subject of railways; but they consider that, as the working of the measure must for some time be in a great degree experimental, it will be more desirable, in the first instance, to make no such permanent appointment, but that, as the necessity arises, from time to time, of obtaining the assistance of professional men, some officer of the Royal Engineers, or other competent person, should be selected by this Board to perform the duty required.

That my Lords would propose to remunerate any officer or person thus employed, by the payment of a fixed sum for his services on each occasion, calculated at the rate of two guineas a day, besides expenses.

That with regard to the additional expense entailed upon the public by the establishment of a railway department under this Board, my Lords recommend the following appointments and salaries; viz., that the present chief of the statistical department should be placed at the head of the railway department, with an additional salary of 200 *l.* per annum; a law and corresponding clerk with 500 *l.* per annum; and one junior clerk with 100 *l.* per annum, to increase 10 *l.* per annum after three years' service until the salary amounts to 300 *l.* per annum.

My Lords are therefore pleased to appoint, subject to the approval of the Lords Commissioners of Her Majesty's Treasury, G. R. Porter, esq. to be head of the railway department, with an additional salary of 200 *l.* per annum; S. Laing, esq. to the situation of law and corresponding clerk, at a salary of 500 *l.* per annum, subject to the deduction of five per cent., authorized by Treasury letter of the 11th August 1838, and at the same time to transfer the services of Mr. Oswald from the statistical branch of this office to the railway department, and to appoint Mr. Henry C. Deedes to be junior clerk in the Statistical department, at a salary of 100 *l.* per annum.

My Lords are further pleased to authorize G. R. Porter, esq. and S. Laing, esq. to sign all notices, appointments, requisitions, certificates, or other documents in writing purporting to be made by the Lords of this Committee under the above-quoted Act of 3 & 4 Vict. c. 97, for regulating railways.

Office of Committee of Privy Council for Trade,
Whitehall, 2 Dec. 1840.

Sir,

With reference to my letter of the 11th August, stating the manner in which the Lords of the Committee of Privy Council for Trade proposed, in the first instance, to carry into operation the Act for regulating railways, I am directed by their Lordships to say, that from the experience they have subsequently had of the working of that measure, they consider it necessary to recommend some changes in the system at first adopted.

In that letter it was stated that their Lordships were of opinion that it might be necessary eventually to appoint a permanent Inspector-general attached to the Board of Trade; but that, as the working of the measure must be, in a great degree, experimental, it would be most desirable, in the first instance, to make no permanent appointment; and the employment from time to time, as occasion should arise, of some officer of the Royal Engineers, or other competent person, was recommended as a provisional measure.

This course has been subsequently adopted; but the rapid succession of alarming accidents which have since occurred, and the experience which they have had of the working of the railway system generally, have, in their Lordships' opinion, altered the position in which they stood at the time of the passing of the Act, and decided many questions which might then be fairly considered as experimental.

It appears to their Lordships that the necessity for a supervising authority over railways is now admitted on all hands, and may be considered as fully established. Those considerations, therefore, of a temporary nature which rendered their Lordships unwilling to entail on the country the expense of a permanent appointment, can no longer be put in competition with the necessity of placing this establishment on such a footing as will enable them to discharge the important duties entrusted to them, in a manner calculated to satisfy the just expectations of Parliament and the public.

In confirmation of this view, their Lordships think it sufficient to refer to the fact, that in the course of three months which have elapsed since the Act came into operation upwards of 25 fatal accidents have been reported to the Board, six of which have been of such magnitude and importance as to render it indispensable to institute a protracted and searching inquiry. The reports of the engineer officers deputed to investigate these accidents bring to light facts which place in the strongest point of view the necessity for the existence of a very efficient controlling power over railways, and the benefit which might be expected to result from the appointment of an officer attached to this Board qualified to judge of practical and engineering questions, and always ready to act with promptitude whenever his presence is required.

These reports sufficiently prove that it is not enough to institute an inquiry after the accident has taken place, but that, in order to accomplish the object which the Legislature had

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had in view in providing for the supervision of railways, it will be necessary to institute frequent inquiries, with a view to the prevention of accidents. This being the case, it becomes indispensable, with a view both to the practical utility of these inquiries and to the satisfaction of the railway companies themselves, that they should be conducted in an uniform system, and not by a series of unconnected inspections and reports, which, however able in themselves, would necessarily present the result of different views, and contain conflicting opinions and recommendations; indeed, it has been represented to their Lordships by several persons connected with the railway interest, that this reason alone would render the continuance of the present system of occasional inspection altogether unsatisfactory.

With regard to the expense of a permanent appointment, it is difficult to institute a fair comparison with that of the present system, as the duties of a permanent inspector will comprehend many points which cannot be embraced by a system of occasional inspection; at the same time, looking at the number of inspections which have been required during the short period for which the Act has been in operation, and the protracted nature of many of these inquiries, their Lordships are of opinion that little, if any, additional expense will be entailed on the public by the appointment of a permanent inspector.

The same considerations which induced their Lordships on a former occasion to recommend, as a general rule, the employment of engineer officers, still weigh with them in inducing them to recommend an officer of that corps as a permanent inspector. The provision of the Act which excludes the appointment of any one connected with railways, and the high rate of remuneration which would be requisite to secure the undivided services of any eminent civil engineer, are of themselves sufficient to direct and almost to restrict their Lordships' choice to some officer of the Royal Engineer corps, who has a competent practical knowledge of railways.

Their Lordships think that a salary of 900 *l.* a year would be a fair remuneration for the services of such an officer. They propose to appoint Lieut.-colonel Sir F. Smith, who is recommended by the Ordnance, and who has already conducted several inquiries connected with railways under the direction of this Board, in a manner which has given perfect satisfaction. The pay which this officer receives as a lieutenant-colonel of engineers amounts to 330 *l.* a year, and consequently the additional charge entailed on the public by this appointment will only amount to 570 *l.* a year, and the travelling expenses incurred during his actual absence from London on the public service.

In making this appointment, their Lordships will take care that it is distinctly understood that the Inspector-general is not to be considered as permanently attached to the civil establishment of the Government, so as to be entitled to any allowance at the public expense, in case it should be found necessary to rescind the appointment or abolish the office.

I am, &c.

(signed) *D. Le Marchant.*

Robert Gordon, Esq. M. P.
&c. &c. &c.

Veneris, 2° *die Aprilis*, 1840.

MEMBERS PRESENT.

Mr. Freshfield.	Lord Seymour.
Mr. Labouchere.	Lord Granville Somerset.
Mr. Loch.	Mr. Thornely.

LORD SEYMOUR IN THE CHAIR.

Charles Alexander Saunders, Esq. called in; and Examined.

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1982. *Chairman.*] YOU are secretary to the Great Western Railway?—I am.

1983. You have been in that situation from its commencement?—Yes, from the original formation of the company.

1984. You have had your attention called to the 11th clause of the present Railway Bill?—I have.

1985. What is your opinion with reference to that clause?—I consider that clause in every respect as most objectionable. I am persuaded that the power which is proposed to be taken under it would be mischievous, and that, instead of conducing to the public safety, it would tend to disorganize the whole system. I think it would relieve the directors generally from responsibility, which would be so far to their advantage; that is the only point of view in which it seems at all desirable;

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desirable; but then it must throw the responsibility entirely upon the Board of Trade, and I believe the Board of Trade to be, both from the nature of the business itself, and as regards a general knowledge of practical railway working in this country, to be quite incapable of carrying on the management of railways with advantage.

1986. In what way do you think it would relieve the railway companies from responsibility?—I conceive that if you invest any power in a Government Board, that Board will be bound and held responsible to use that power for the purposes for which it is given to them. I cannot see how a Government Board invested with a power, can separate from it the duty of exercising that power. Now, if it be the case that under this clause or any other that can be framed by this Committee, they will have a right to order arrangements to be made for the purpose of carrying on the traffic of the company (nominally for the public safety), I cannot conceive how it can be expected that the directors should consider themselves, or how they can be considered by anybody else, to be responsible for carrying those arrangements into effect, when, in point of fact, those arrangements will no longer be theirs, but those of the Board of Trade, framed under the advice of their own officers. Now, whether accidents that hereafter may happen, shall arise directly, in consequence of arrangements made, or from want of proper arrangements being made, the public must necessarily look to the Board of Trade to be accountable for such accidents having happened. If any of those regulations that are now proposed by the officers of the Board of Trade shall come to the companies as merely their suggestions, without any power to enforce them, I admit that you leave the responsibility upon the directors of the company wholly as to the effect of any such regulations; for if the railway company has a right to say either that they will adopt it or that they will not adopt it, of course you leave upon the railway directors the responsibility of it; but from the very instant it shall be competent to the Board of Trade to say, "you shall multiply your trains," or "you shall adopt any one particular course," I cannot possibly imagine that the responsibility of carrying it into effect can remain upon the managers or directors of the railway; it must necessarily fall upon the Board of Trade. If an accident happens in consequence of it, how is it possible to suppose that any directors can be held responsible for the consequence of that which they in their own opinion thought to be conducive to danger instead of to safety?

1987. You are afraid that regulations would be forced upon railways which would be attended with danger to the public?—I do not presume that regulations would be forced upon railways that would be attended with danger; but I take it for granted that regulations will be forced upon railways of some description or another, or else why take the power? There is now, under the present system, a right, on the part of the Board of Trade, to suggest anything that may appear to their officers to be advantageous in the working of a railway. If the directors of the railway coincide in opinion with those officers, that it would indeed be advantageous in the working of the railway, of course it stands to reason that they would adopt it. There ought to be no want of confidence in railway directors from what has taken place, and from the evidence given by Sir Frederic Smith of their willingness to adopt that which they see to be of advantage both to the public and themselves; but this clause indirectly contemplates mistrust, and therefore confers an adverse power; it is a power that is to be vested in the Board of Trade against the will of the companies, and consequently, I think the only way in which any which can argue upon the propriety of that clause, as to whether it is right or wrong, is to contemplate it as giving a power to the Board of Trade to make a regulation which the officers of the Board of Trade may think to be right, but which the railway company may think to be wrong. Now, in carrying out any system of that character, I cannot myself conceive (and I have thought a great deal upon the subject, with the desire of taking an opposite view to what I do), but I cannot conceive how you can expect the moral responsibility of it to rest upon the directors, if it is an adverse order made by the Board of Trade. The responsibility is still left upon them as to the consequences, I admit; that is to say, if an accident shall happen, the company are to be punished; whether it be by deodand, or whether by loss of trade, or whether it shall be by compensation to the parties, you leave that responsibility upon the railway; and that is manifestly unjust and unfair; I think it is unfair to force a railway company to adopt regulations against their will, and then make them liable for the consequences.

1988. Have

1988. Have you read the report of the department of the Board of Trade upon the subject of railway accidents?—I have.

1989. As it is observed in that report that many accidents have occurred from the want of good arrangements and regulations, do not you think that the public are justified in expecting that some system of regulations and arrangements calculated to produce greater safety shall be adopted by railways?—I think the public are entitled to expect that every reasonable arrangement shall be made that is conducive to the public safety. As far as safety is a question of comparison, it is plain that a railway now is safer than any other mode of conveyance. I do not mean to say that that should satisfy the public, and that if any mode can be discovered by which greater safety may be insured, they are not entitled to expect it; but I am quite confident that this clause will not do it; I am sure that, instead of giving more safety, it will tend to discourage the whole system of gradual progessive improvement; it will divide the responsibility, and, as far as my experience goes, I have never known any case where responsibility has been divided that the good conduct of the business has been insured by it. All my experience would go quite the adverse way.

1990. The responsibility of the management of the railway must always remain with the railway company?—I maintain that it cannot, under those circumstances, remain with them; if the word "responsibility," which is rather a long word and perhaps difficult to define, really means in this instance the positive duty of providing for the public safety, and implies the exercise of authority and power from which the public safety is to be derived, it is inconsistent with giving a supreme power to the Board of Trade over the railway managers, to imagine that they can be held accountable for the consequences of the system I am under a strong impression that the officers of the Board of Trade could not have well weighed the matter as to the practical working of this Bill; I think if they had carried their views forward to this point;—if they had supposed the Bill passed with this power in it, and that serious accidents were occurring upon railways, they must have foreseen that the public would look to them, not to the directors of the railway, who would then become but a very secondary authority in the management of it; and whether the accident shall have arisen from a regulation that they had imposed, and which had been remonstrated against by the railway companies, or whether it shall have arisen from the want of a regulation which they ought to have made, or which the public might fancy they ought to have made, in fact the public feeling would be directed against the Board of Trade for having failed in their duty. To that extent certainly, so far as the railway directors are concerned, it would be relieving them from a burden which now very much oppresses them; but then the relieving them from that burden would not be desirable for the public, because now, if accidents happen, the blame is naturally imputed to the directors of the railway, and the first thing they do is to concern themselves deeply about the mode of preventing the recurrence of such an accident. Under these circumstances, I think that for any Government Board to undertake the whole management of railways in this country (for I consider it is nothing short of that, although this Bill may certainly be said to be only a step towards it), is what I believe them to be incapable of carrying into operation, advantageously to the public or to the companies.

1991. Mr. *Loch*.] Why should you assume that the communications between the Board of Trade and the railway directors should be always of a hostile nature, in the event of this Bill passing?—That I do not say at all; but in arguing upon this clause, the only consideration we have to give to it is with reference to the points upon which it would be adverse; inasmuch as at the present moment the Board of Trade has the power of making any suggestions that they may think right. If those suggestions are favourable to the companies, as well as desirable for the public, it is fair to assume that they will continue to be adopted as they have been hitherto adopted, and in those cases the clause is useless and inoperative. Sir Frederic Smith distinctly says, in the evidence he has given before this Committee, that the railway companies have acted with the very best possible spirit, and on all occasions have attended to his suggestions. If, therefore, that is the present state of things, I cannot see the object of this clause, unless it be to give the Board of Trade the power to do that which will not be favourable to the railway companies, but adverse to them.

1992. Supposing the Government officers and the directors of your railway were, after consultation, to agree upon some regulations that might be, in the opinion of both,

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both, of use in providing for the greater safety of the public, might it not be advantageous that the Board of Trade should have some means of enforcing those regulations, which are advantageous in your cases, upon some of the smaller and more distant railways?—I think not, for this reason; many regulations which might be extremely proper to be made in concert between Sir Frederic Smith and the directors of the Great Western Railway, would be found, some to be impracticable, and others extremely improper to be employed upon railways in general; and this state of affairs ought to be considered. To a certain extent those orders must be general orders. If this clause is passed, it would become indispensable that the regulations that are made should have a very general application, and that if any railway should be, under peculiar circumstances, exempted from any special regulation or order, the grounds of exemption should be so palpable that it could give rise to no charge of favouritism. Now there are many things which, in point of regulation, might be desirable for many railway companies, but which would be a very serious hardship upon the Great Western Railway. I will assume that any one of those general regulations should pass the Board of Trade, and that before it came into operation the directors should remonstrate against it, or endeavour to point out what would be the objections to it in their case. It is just possible that, in one particular instance, the President of the Board of Trade might choose to relax the rule, and might exempt them from it. But if he did it in one case, that would be alleged by him, and perhaps truly, as a reason for not doing it in other instances. Upon the very next regulation, which might even be more severe, he might say, and probably he would say, "I admit the hardship of the case, I am very sorry for it, but still my duty calls upon me to make these general regulations, and I do not think I ought to exempt you from it, having already relieved you from a former order." Now that is not a state of things which ought, in the practical working of railways, ever to exist. I think that no company ought either to adopt themselves, or allow anybody to enforce upon them, a regulation, merely to produce uniformity, which is not manifestly and palpably for the good and safe working of the railway. Under those circumstances, the Board of Trade would be erected into a sort of arbitrary tribunal in which positive justice could not be done, because it would be inconsistent with the duty and public responsibility which this clause would impose upon that department.

1993. Why should their duty be to impose general regulations upon any railways which would be injurious to some railways?—The very object of the clause is stated to be to produce uniformity; surely that would scarcely be called uniformity which was merely to force one or two railways to adopt some particular system; for example, with respect to buffers, I do not know why you should force a small railway of a few miles to adopt them, and not exercise the same power over a large railway, merely because the larger railway will be more heavily affected by it in point of pecuniary loss.

1994. *Chairman.*] Do not you think that in cases where one railway is connected with another, mismanagement on one railway may seriously injure the interests of the other railway connected with it?—I think mismanagement upon any one railway certainly affects all railways; I admit that fully; and of course it more immediately affects any railway company in immediate connexion with it; at the same time, if this power is to be given with the understanding that it is to be employed to force any one railway company to adopt the views of another railway company, it will work practically the greatest possible injustice; I can conceive nothing more unfair than that a large and influential railway company should have the power, through the medium of the Board of Trade or its officers, of obliging a minor railway to adopt any course which they may seem to think the best for their interests. I will take an instance that was referred to the other day by Mr. Bury. Mr. Bury, in his evidence, which was evidently adduced by the Board of Trade with a view to sustain the clause, stated that the London and Birmingham Railway found great inconvenience from being subjected to the regulations and arrangements of five or six other railways. Now I cannot think that the Board of Trade, with their eyes open, ever would allow that clause to be made the medium of forcing those railways to adopt any particular course that one railway company might think to be the best for their own interests.

1995. Mr. *Loch.*] Might not the public wants and the public safety require that all those different railways alluded to by Mr. Bury should so time their trains that they might contribute towards the general safety of the public and its accommodation?—

modation?—I certainly think that regularity and punctuality is a very great element of safety; but so long as that punctuality must depend upon changes of weather and upon circumstances occurring from moment to moment, so long as it must be liable to vary according to the peculiar condition of the engine at the time, according to the weights of the train, and the number of stoppages, I do not see how it is possible, by means of this clause or by any other that can be framed, to enforce punctuality, without great attendant mischief. I think that everything reasonable ought to be done that can tend to regularity, but I feel sure that you cannot by means of this clause enforce it.

1996. Is it not of great importance to the commercial interests of the country, as well as to the safety of the public, that the communication between York, for instance, and London, should be as perfect as possible?—Undoubtedly; and I believe that that is quite sure to be accomplished by this chain of circumstances, to which I attach very considerable importance: The internal communication now in this country is almost wholly entrusted to men of considerable commercial skill or of independent fortune, who have allowed themselves to be the directors of railways, and who are deeply interested in that very commercial prosperity and that punctuality which is referred to. The internal communications formerly were in the hands of stage-coach proprietors, wholly unrestricted by any legal supervision, who (I do not say it with any disrepect to them) were parties immediately interested in putting into their pockets all the profit that could be derived from carrying on their trade, without being themselves engaged in the commerce of the country. That has been entirely shifted by means of railways into the hands of men—it would be invidious almost to mention any in particular, but you find bankers and leading merchants in the country, gentlemen of independent fortune, men who have their time at command, undertaking the government of railways. They are gentlemen conducting it who are sensible of all those advantages, who feel them and partake of them daily, and know the value of them. They render their assistance in the management of railways, not from any pecuniary profit—there is no salary I believe attached in any case that would induce any gentleman to become a director—but from the natural interest they take in railways, and from the great object they have themselves in facilitating and improving the communications; and they are doing the work in the best possible style. Very great safety is attained from it. You have got the business in the very best hands to which it could be entrusted. And I firmly believe myself, that any interference with them, or anything that should divide their authority with the Board of Trade, would not tend either to punctuality, or to commercial prosperity, or to safety, but would be extremely injurious.

1997. Might it not happen that upon the line of communication that has been referred to, the local interests might in some degree ride over the general interests of the country, and that it would require some third party to interfere, in order to accommodate the public and the local interests?—I do not think so, for this reason: railways are established for the purpose of facilitating communication and giving the utmost expedition, and they are all of them deeply interested in attracting to their lines the greatest possible quantity of traffic: now, it is so palpable that the greatest quantity of traffic will be attracted to railways by good management, by a proper arrangement of the system, by a sufficient frequency of trains, according to the probability of traffic that may come upon them, and generally by punctuality and attention, that I think that alone furnishes the strongest possible influence that can be exercised upon the directors of railways. Independently of that, every one must know that public feeling is indeed very quickly and powerfully expressed, and must influence those who have the conduct of railways. If any railway is scandalously managed, not only will the directors fear immediately the loss of their trade, but the influence of the public press is brought to bear upon them; and those gentlemen of whom I have been speaking are not likely to be inaccessible to the impressions of shame or annoyance, as part of their punishment.

1998. Might it not happen that the local interest may be so much greater, or at least that the income arising from attending to it may be so much greater than the other, that the general interest of the public might sometimes be postponed or neglected?—I cannot conceive a case; if there is any particular case in view that can be suggested to me, I would give the fairest possible answer to the question, but I do not see how it can be.

1999. Suppose this case, that in some of those railways in the centre of England,

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land, the communication between the large towns in that district might be a matter of much greater importance to them than the communication between the more distant parts of the kingdom?—That I can believe; but it does not displace the interest they have in conducting the long traffic well and advantageously to their passengers, because they happen to have more short traffic than long traffic.

2000. Lord *Granville Somerset.*] You say you cannot conceive anything more unjust than that the great lines of railway should impose onerous and improper conditions upon conjoining lines of comparatively small importance?—I think it would be unjust to impose arrangements upon the short line in order to meet the views or the objects of the long line.

2001. You think it would be a great hardship to give to the Board of Trade power to insist upon these smaller lines adopting the arrangements in accordance with the views of the great lines?—Yes, and for this reason, that those views in point of fact might be wholly independent of the benefit or profit of the smaller line, and might in fact be punishing the smaller line, by making requirements from it which the directors could not afford to give.

2002. You think the grand trunk lines would have an undue weight in the formation of those arrangements?—Yes, for this reason; they can afford to carry on their business upon a more extensive scale, and they feel bound to make the utmost provision for the public safety in every way. I assume that the more a railway shows itself inclined to adopt regulations for the public safety, the more influence they would have with the Board of Trade, who might then be made instruments in their hands for perpetrating injustice upon the smaller lines.

2003. Your proposition is this, that the great companies would have an influence and weight with the Board of Trade which the minor companies would not have?—I think they ought to have, and I think they would have the greater influence.

2004. Assuming your proposition to be correct, is it not desirable that the smaller lines, being thus liable to be injuriously affected by the arrangements of the more powerful lines, should have some public tribunal to which they can apply for relief in case of unfair proceedings with regard to them?—I am inclined to think, that if any tribunal existed to which, by the mutual act of two companies, they could voluntarily refer any differences, it might be desirable; but I think it would tend to very great embarrassments indeed, in coming to arrangements between two companies, if it was known that there was some power that could be brought into action adversely either to the one or the other. I think parties are much more likely to come to an amicable arrangement of differences, if they know that they are each meeting upon fair grounds. I should not object at all to any tribunal which might be one of appeal for both companies, with the free consent of both; but I cannot conceive that you would assist in making amicable arrangements by creating a power that shall be brought into action by one party alone, whenever it may become hostile to another.

2005. Might not the case arise of a connecting line of railway of perhaps not more than 20 miles, but abutting at either end upon two very important trunk lines, and that the arrangements arising out of the connexion of that short line with the two great lines might be very important to the public safety and convenience?—With respect to public convenience, I think that might be; and of course also with respect to public safety. The junction of two lines, I admit, is the greatest point of danger almost that exists in railway travelling.

2006. Might not the two companies, without some superintending power, or some means of getting proper arrangements to be made (such arrangements not now being cognizable by any law), be so injuriously affected as almost to be unable to carry on their business?—I really do not think so; in principle, the interests of the two are so palpably and so directly blended, that however much the minds of the directors at the moment may be obscured, those interests will, in point of fact, quickly bring about beneficial arrangements between the two.

2007. Take a case which was submitted to Parliament this year: a proposition to unite a portion of the Grand Junction with a portion of the London and Birmingham Railway, whereby it was presumed that a saving of nine or ten miles in distance might be effected; supposing that railroad to have been formed, would it not have been in the power of the Grand Junction and the London and Birmingham Companies to have completely neutralized the accommodation which that shortening of the distance otherwise might have afforded to the public?—I do not think so; it is possible that, during a period of hostility between parties, they might

be

be blind to their own interests, and they might act at that moment upon false views; but I think if that railway were made, it is so manifestly the object, and so palpably the duty, of the London and Birmingham Railway to get all the traffic they can upon their line, that they would immediately come to an arrangement which should bring to them that traffic, and that, when it was brought to them, they would conduct it in the best possible manner. I think that branch railways, come from where they may, must be looked upon as beneficial to the trunk railway. In the case of the Stafford and Rugby Railway, at the present moment, it is obvious the London and Birmingham would rather receive all their traffic from the Grand Junction at Birmingham, and carry it along the whole line, than receive it partly at Birmingham and partly at Rugby; but the moment the line was made which left it no longer a matter of doubt whether the Manchester people would go by one line or by the other, the London and Birmingham Company would instantly see that they must make arrangements to receive the traffic, and conduct it in the best style; I cannot conceive that they could take any other course.

2008. Is not it a great object for the public, in travelling long distances, and proceeding from one railway to another, as their only means of arriving at a distant terminus, to have some superintending authority which could prevent risks and jealousies and misunderstandings, and so forth, which we know, even in the best-regulated establishments, constantly occur?—They will occur, but still it leaves the question whether they will not more frequently occur, or whether they will not endure much longer, if one party is forced to take a view that he does not consider favourable to him, by some controlling authority, rather than by leaving the two parties to work out a proper arrangement which shall be satisfactory to both, which consequently will produce harmony again immediately.

2009. You would not very much object to some power of arbitration being established, provided the companies could not agree with each other?—I think if that arbitration were not compulsory it would be beneficial.

2010. Would you have any objection to this: supposing two companies could not agree with each other, that either company should have the power of calling upon the other to nominate an arbitrator, and that the company so proposing should also name an arbitrator, and if the two arbitrators could not agree amongst themselves, that then, upon the application of either party to the Board of Trade, the Board of Trade should nominate an umpire between those two parties?—I should see no objection whatever: if two railway companies went of their own accord into arbitration as to their differences, the Board of Trade would be a very proper channel indeed by which some umpire might be nominated, if those two arbitrators could not agree upon the choice of an umpire to decide their differences; but I think compulsory arbitration would induce one company who might fancy they had the greatest influence, or the greatest power at the Board of Trade, to stand out more doggedly for their own views, in the hope that they might get advantage by means of that influence.

2011. But the proposition which has just been made does not seem to you objectionable, nor would you object to its being put in the form of law?—It does not strike me that it would be objectionable, nor should I, so far as I see at the present moment, have any objection to it in that point of view.

2012. Worked out in that manner?—Worked out in that manner, I should not see any objection to it.

2013. Considering the probability that many longer lines of communication, by means of connecting railways, will be opened, would it not, upon the whole, be satisfactory to parties to know that there was such a means of ending disputes in such cases?—Always supposing it not to be compulsory, I should say so.

2014. Always supposing it to be worked out in this way, that it should only be in the last resort that an umpire should be appointed by the Government?—And after the parties had agreed to arbitration.

2015. That either party should have the power of proposing arbitration, and that in case of the arbitrators disagreeing as to an umpire, or disagreeing as to the result of the arbitration, in that case only the Board of Trade should have the power of interfering to the extent of appointing an umpire between the two parties?—If the proposition is, that upon the application of one dissatisfied party the power of the Board of Trade should come in to enforce arbitration, then I doubt whether that would not produce more jealousy and more differences of opinion than the mode which I have taken the liberty of suggesting; viz. that the Board of Trade should only determine and select a proper and competent person in the last

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last resort to decide, if those two arbitrators could not come to an amicable arrangement.

2016. The arbitrators would have two points to disagree upon; the first would be the matter of the arbitration, and the next would be the appointment of an umpire. They must disagree upon both those points before the authority of the Board of Trade could be called upon to act; do you think that under such circumstances it is probable that the Board of Trade would often be called upon to exert its authority?—I think it might frequently, if it was in the power of any one company to demand an arbitration. My experience of arbitrations, I confess, is not favourable to them; I think arbitrations, generally speaking, are at best but a compromise.

2017. Are not all arrangements of this sort, to a certain extent, a compromise of extreme advantage on the one hand or extreme disadvantage on the other?—I can imagine many things in which a compromise would be worse than even the loss of the case, and particularly to the public; if it is a compromise of the interests of the two parties, I can imagine that the public might be the suffering party from it.

2018. Would not this be a security to the public, that if either party really and *bonâ fide* wished to carry out what seemed to them a good proposition, they would not have the least reluctance to leave the decision of such a case to an arbitrator appointed in the manner which has been referred to; the only cases to which it is proposed to be applied being cases which involve the safety and the convenience of the public?—If it applied to the safety of the public, I should be willing to concede the point, so far as my opinion goes; but if it alluded to the convenience of the public, that takes in a very large scope indeed; questions of price and money, and a variety of other circumstances, as to which I should not like to see the power placed in the hands of any one.

2019. Supposing any great railroad chooses to assert that such and such regulations must be followed by a conjoining railroad, however onerous the terms may be upon which those regulations are to be carried out, would the conjoining railroad have any power of resistance, according to the present state of the law?—I think they would in any case in which the law could touch them.

2020. In what way could the law touch them; are you aware of anything in your own Railway Act which would enable the public or any conjoining railroad to resist such conditions as you might think fit to impose upon them, with reference to the traffic which is to come from that conjoining railroad upon your great railway?—We have clauses in our Act which oblige us to charge equally to all persons. That would effectually prevent us from imposing, in order to injure another line, a higher rate upon their traffic than we should do upon other traffic upon our own line. I think that that clause would be quite effectual for that purpose. But I will just for a moment take the case of Pickford's with the Grand Junction Railway. Suppose the London and Birmingham and Grand Junction Companies came into conflict as to the mode in which the business should be conducted for carrying goods; suppose the London and Birmingham Company chose to say, "We will take no goods from any but carriers," and the Grand Junction Company say, "We will take goods from carriers, and we will also carry ourselves." The circumstances of the trade may be, and indeed must be very materially altered as between those two companies by the mode in which they respectively carry on their business. I do not think it would be wise to leave in the hands of any supervising power the right to call upon either the one or the other to adopt the views which either railway might have with respect to the mode of carrying those goods. I am afraid that such a power would necessarily work great practical injustice and injury.

2021. That does not quite meet the point, that being a dispute between two companies as to particular traffic. The proposition in the question was restricted entirely to regulations by which passengers on one line shall be conveyed as passengers upon the other line, with respect to which, to provide for the convenience and safety of the passengers, arrangements must be made between the two companies, otherwise great inconvenience and danger will ensue. Are you aware at this moment, in any Railroad Act, of any means by which, for the advantage of the public, such arrangements between two connected railroads can be ensured?—Certainly not, with respect to the number of trains to be sent, or the hours at which they are to be sent, which would practically be the main points of convenience to the public; or the number of carriages that may be sent.

2022. As far as your experience goes, is there any obligation on the part of a grand trunk line of railroad to receive into itself, as it were, connecting lines of railroad?—Under the Acts of Parliament; it can be done only under the Acts of Parliament.

2023. Take the Bristol and Exeter, and the Great Western; is there anything in those several Acts which would enable either company to insure a connexion with the other company?—Yes, I think there is; I think their powers are quite extensive enough to enable them to force a junction with our railway.

2024. Is that junction to be effected?—Certainly.

2025. Is that junction to be effected under a clause in the Act of Parliament, or by arrangement?—It is by arrangement in this case; but they have the power to do it under the Act of Parliament; but it is by amicable arrangement in the instance referred to.

2026. Mr. *Labouchere.*] Can you point out the clause in the Act which would render such a junction obligatory?—I have not the Act here; but if I had the Act I could point it out.

2027. Lord *Granville Somerset.*] With regard to the Swindon and Cheltenham, and the Great Western, is there a similar clause there?—There is.

2028. Was that clause put in with the consent of the Great Western Company?—Yes, in all those cases. It might be put in against their consent, but in those cases it was with the consent of the Great Western Railway. It is an universal clause: it gives them full power to form a junction with the Great Western Railway. The mode of forming the junction is left to be approved by the engineer of the main line, as it ought to be.

2029. That being the case, all the power that the Great Western have, would be confined to the arrangement of the trains?—It would be to determine the mode in which the junction should be formed.

2030. And subsequently to the formation of the junction, to determine how the trains should be received upon their railroad?—That would be part of the business of the Great Western Railway, of course, to provide.

2031. You have the power of making those arrangements, independently of the Swindon and Cheltenham, and of the Bristol and Exeter Companies?—We have the power of making all those arrangements for our own trains independently of the Cheltenham and Great Western Line, or the Bristol and Exeter, and they equally have the power of making all the arrangements for their trains independently of us, but we are all so deeply interested in it, that we should be more than idiots if we did not come to an arrangement between ourselves. With respect to these, the Great Western Railway having considered it advantageous to lease those two lines, in point of fact all the power of working the two lines will rest with the Great Western Railway, and they will be the Great Western trains proceeding all the way from London to Exeter, and all the way from London to Cirencester; that was done for the purpose of simplifying the whole system.

2032. You thought it important to have the entire management of the traffic that was to pass upon the grand trunk line, and therefore you have leased the supplementary lines?—It was considered very desirable for simplifying the arrangements of traffic, and there were other objects also; the two other companies thought it better for them to adopt that plan instead of working the whole of those lines with three distinct establishments; it was thought a more economical mode, and a more beneficial mode of working it.

2033. In fact, all the three companies were of opinion that this arrangement was advantageous to them severally?—Decidedly.

2034. Apprehending that if they were not under the same management, difficulties might arise, besides greater expenses to themselves, and less convenience to the public?—I do not think that we entertained any great apprehensions about the difficulties; the two companies have always been upon the most cordial terms; we have had at least the good sense to see that our interests were identical, and I do not suppose that we should have had any difficulty about proper arrangements.

2035. *Chairman.*] You have stated that punctuality is a great element of safety in railway travelling; does not the chief advantage of punctuality arise from a certain knowledge of the exact time of the arrival and departure, and of the passage of the trains over different parts of the line?—That, in fact, would constitute punctuality.

2036. Where extra trains are sent along a railway frequently when they cannot be expected, do not they produce as much risk and danger as unpunctual trains?—

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trains?—I think that applies very differently under different circumstances. I think the great objection to time-tables to be this, that it leaves the servants of the company under the impression that there is only a certain number of trains coming, and that they can calculate upon the period when they are about to come. I know practically that it does divest those men of that close attention and vigilance, that constant watching for trains, which under other circumstances they would feel bound to give. At the same time I freely say that I think time-tables in themselves are good, but they are not universally good; on the contrary, I can draw to the attention of the Committee different cases in which time-tables would operate very differently. I think time-tables upon the Great Western line a very good thing; we have them, and we work by them as accurately as we possibly can. The directors are enabled at present to define very nearly the number of trains in the course of a day that are needful, and consequently they work well. Upon the Greenwich line it would be absurd to have time-tables, and upon the Manchester and Liverpool they would be injurious, as that railway happens to be one into which many railways work. If they framed time-tables according to their own purpose, simply to the wants of their own traffic, those time-tables would give a very imperfect view indeed of the passage of trains all along the line, because they cannot be responsible for the exact period at which the Grand Junction and North Union trains may always come upon the line. Then there is a traffic in coals from private collieries along that line, which they cannot define; besides which, they have a trade in merchandise, which is very various in point of quantity, as Mr. Booth has stated, so that it is impossible for them to prescribe exactly the times of all the trains they require to work from day to day. Now, if a time-table were in action upon the Liverpool and Manchester Railway, and if it did what I know it would do, that is, throw the policemen and other servants of the company off their guard, and abate that vigilance which arises from the constant expectation of trains passing along the line, I think it would be attended with very mischievous consequences. Therefore I say that the very time-tables which I think are very applicable to and good for our line under present circumstances, may cease to be so hereafter, and would be really injurious upon some other lines, and this affords an exemplification of the difficulties of generalizing any regulations, and saying that a regulation is good, and therefore must be adopted by all railways.

2037. Mr. *Labouchere.*] Is not your objection to the inexpediency of making the use of time-tables universal, rather than to the laying it down as a general rule, though not absolutely without exceptions?—No; I think a time-table may be very good under peculiar circumstances, but I cannot help saying that I think time-tables ought not to be the general rule. When time-tables are spoken of, the term may be very variously interpreted; you may take a time-table to mean the time of starting and the time of arriving, or you may mean a time-table to apply during the whole course of the line, and therefore to be marked at every three or five or ten miles, wherever there are stations. I think time-tables ought not to be considered as the general rule, but only applicable where the circumstances may seem to justify their adoption.

2038. Do you think that time-tables ought to be the exception, and that generally it would be well that railways should be worked without time-tables?—I think it will be found that there are three or four different cases under which either a time-table may be good or may be harmless, or in which a time-table may be injurious or may be almost ridiculous. I should say, upon a very short line, where the trains are not very frequent in the course of a day, it would be almost ridiculous to require time-tables.

2039. Without considering the case of very short lines, such as the Greenwich line, are you prepared to say you think that in the great mass of railways of a certain length, it would not be expedient that the trains should be worked by time-tables, as a general rule?—I think where you can define the extent of traffic, and where also you have got engines that are quite equal to the work they have to do, time-tables are very good: but I will endeavour to state the reason why I think time-tables will at one time be beneficial and may at another time be injurious upon the same railway. The Great Western Railway opened in 1838, and the directors originally contemplated fixing all the movements by time-tables. They found very shortly afterwards that the trains increased so much in weight, and the engines were of such very various power, that although one or two engines might keep to time accurately, with the other eight or ten engines we should always

always be unavoidably out of time. The directors under those circumstances thought that till we could get ample locomotive power to the full extent of the trade, we should be so uncertain in the time that to pretend to construct time-tables would tend to danger rather than to safety. I think that a time-table, unless it can be very nearly accurately kept, is a bad thing. In working upon the line, for example in ballasting upon the line, which is a necessary and daily part of the process, the men would be too apt to say, "Well, we can go and work upon the line, it is a particular hour, and the train must have gone." That may not prove to be the case; the train may not have gone; some accident or some impediments may have happened by which the train may have been delayed.

2040. *Chairman.*] You say, that though you consider punctuality to be a great element of safety in railway travelling, and though you consider the knowledge of the exact time of arrival and departure of trains to be what gives that advantage to punctuality, yet you think the servants of the company upon the line should be in expectation of extra trains, besides those which are expected by the time-tables?—Yes, I do think they ought to be. I think the great object is to enforce upon your servants that they do not know what is going to happen upon the railway, and that they must be always upon the look-out. It has sometimes happened to me, in the situation which I hold, in passing along the line, to see a policeman off his guard. I have spoken to him, and said, "What business have you to be here?" His reply may be, "The two o'clock train is gone out, and no train comes in till 20 minutes to three." My observation to that of course is, "That is a very improper answer to give; it is impossible that you can tell that an engine may not be coming immediately upon the line."

2041. Do you think that an extra train, sent along the line occasionally to awaken the watchfulness of the men, is conducive to safety?—That would be rather an extravagant way of awakening their senses.

2042. Do you think that extra trains are attended with more risk than regular trains?—I think they are, of course, attended with rather more risk (and especially where there are time-tables), than regular trains, and that is one of the objections to time-tables.

2043. Lord *Granville Somerset.*] Is it not the fact there is no railway upon which extra trains are more frequently sent than they are upon yours?—Not now; we send them rarely. We used at one time to send them frequently, and during last summer we occasionally sent an extra train almost every day.

2044. During the last autumn, upon several occasions, did not you send extra trains to convey Prince Albert?—Yes, we sent extra trains several times in the last autumn, and in the winter of 1839 we had for several nights express engines coming up, upon the occasion of the Monmouth trials.

2045. In the case of the extra train which conveyed Prince Albert to London, was there any previous intimation of the necessity for it?—Very short intimation indeed.

2046. In the case of the Monmouth expresses, was there an intimation made some time beforehand?—There was an intimation that they might require expresses.

2047. In the case of the Monmouth expresses, how long beforehand were they acquainted that an engine would be wanted?—That they might be wanted we knew two or three days before the trials began; but that they actually would be wanted we never knew till the moment that the man arrived with the express, and got upon the engine and came up to London.

2048. And then they got the steam up, and came off immediately?—The steam was kept up.

2049. The moment the express arrived, away it went?—Immediately.

2050. That was in the night?—Yes.

2051. What arrangements had you made in contemplation of those express trains, at night, to keep the railway clear?—We had sent notice to every station along the line, that it was probable that an express train would come up; but at that time we were not working by time-tables.

2052. Were those Monmouth expresses at a period of the 24 hours in which no ordinary traffic would be proceeding?—There were goods-trains passing along the line.

2053. What orders had you given to the goods-trains with reference to the possibility of those Monmouth expresses overtaking them?—The goods-trains were

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to wait at Twyford for a certain time, but after the goods-train started no express was allowed to go till two hours after.

2054. Then supposing the express was not arrived before the goods-trains started, you would not have permitted the express engine to have followed the goods-train till two hours after?—Undoubtedly not.

2055. But for the accommodation of the parties who were anxious to have those expresses, you kept back those goods-trains for a certain period, in anticipation of their arriving?—Yes.

2056. With regard to those trains which conveyed Prince Albert to London, had you any intimation upon the subject before the period when he actually arrived?—No, only about two hours before.

2057. What course did you pursue with regard to giving notice?—We immediately sent notice to every station between Slough and London, and at Slough we ordered any train that might come up to be detained there till Prince Albert had gone away about five minutes.

2058. The speed of the train which conveyed the Prince would be so great that its being ahead five minutes would be sufficient to get it out of the way of any subsequent train?—Quite sufficient.

2059. Did you find that that disorganized your arrangements considerably?—I think we had upon two occasions to keep back trains in consequence of it. Upon one occasion the Prince was late in arriving at Slough, and I was obliged to keep a train waiting there, and the loss of time altogether was a quarter of an hour.

2060. Supposing that train had been half an hour before the period referred to, would you have allowed it to go on?—If it had been half an hour before the train was ordered, certainly; and then I should have asked the Prince to wait himself a few minutes.

2061. Had you any means, by signal or otherwise, of acquainting everybody along the road, including the workmen, of the probability of the arrival of an express train?—We have no particular signal for an express train; we have our ordinary signals upon the line, by which an engine-driver passing a station would immediately know whether another train had passed within three minutes, in which case he would be called upon to stop, or whether it had passed within ten minutes, in which case he would proceed with caution.

2062. Do you think there is increased safety by tying down the trains to keep their time much more exactly than they used to do?—I do not know how they can be tied down; that is the difficulty I feel. The engines of course keep time as well as it is possible for them to do, but if a train shall have a greatly-increased weight it is impossible for any one to say that the engine shall go with the same speed, and shall arrive with the same punctuality, as with a light load. Then, again, the engine will be in very various degrees of condition. An engine may work even from London to Slough in perfection, and then some tube may get out of order, or some piece of machinery become injured or defective. It will not go on between Slough and Reading with the same speed, and that must inevitably produce delay.

2063. Supposing that, by reason of any circumstances peculiarly favouable to velocity, a train arrives too soon at the station, what are your orders then?—Always to keep it until the time is expired.

2064. That is to say, if it ought not to arrive till two, and it arrives a quarter before two, it starts again from that station at the same time as if it had arrived at two?—Yes. Another reason for that regulation is, that time-tables are deemed to be a contract with the public as to the power of booking within a prescribed time.

2065. Supposing you found a particular engine-man always arriving rather too soon, and therefore travelling at a greater speed than you have fixed, what would be your course?—It would be reported to the directors; the directors meet every week, and more frequently if it is necessary; and they go attentively into any complaints which are made against the servants of the company.

2066. Would that be considered a ground of complaint?—If there is any breach of the orders of the company it would be one; it would be immediately reported and brought before the directors, who would go into the circumstances, and determine the case.

2067. Mr. *Labouchere.*] By whom would it be reported?—First by the conductor of the train, upon his way-bill; and it is the duty of the superintendent of

of the station at Paddington to bring under my notice any cases of irregularity or of impropriety of conduct, or of any breach of orders which come before him. There is the superintendent of the locomotive department, to whom, of course, in such a case, I should send for explanation.

2068. Are the way-bills seen and examined by the directors at their periodical meetings?—The directors have before them every week a book showing the working of the railway. They do not look into the way-bills themselves, except in any case in which the irregularity may be important, and then they would investigate the circumstances.

2069. Lord *Granville Somerset.*] Who keeps the way-bills?—The way-bills are entrusted to the conductor of the train. The way-bill is made up by the clerk of the station whence the train starts, and it is handed over to the conductor who has charge of the train. The conductor is bound, when he arrives at the end of the journey, to state upon his way-bill any irregularities, or any observations he has to make, and he delivers it to the superintendent at the station.

2070. Taking your longest stretch, from Wootton Bassett to London, is the time of the train starting from Wootton Bassett noted upon the way-bill by the clerk?—It is.

2071. It is the conductor's business to see that that note is correct?—Yes; it frequently happens that after the clerk has made out the way-bill and entered the time upon it, the train may be delayed for a few minutes, and in that case the conductor marks upon the way-bill that the train did not start till so and so, and gives the reason for it.

2072. At all the principal stations where the train stops, does the clerk mark the time of arrival and departure?—No, I do not see how he could do it.

2073. Does the conductor make any memorandum, supposing, for example, he is delayed at Reading 10 minutes?—The conductor marks upon the way-bill the time at which he arrives at Reading and the time at which he leaves Reading, and he puts any note he thinks right, to explain any unusual delay.

2074. Supposing a train which ought to come in three hours, in fact, is three hours and a half, have you any means, by looking at the conductor's way-bill, of knowing in what way that delay took place, or at what part of the journey?—I can always do that; I can always trace it. It is rather a long operation to trace where the loss of time has been; it might be thrown over the whole journey.

2075. Would the way-bill which is put into your hands at once show you where that loss had taken place?—If that loss was at any one particular part, I should find an observation at the bottom to say so; but it frequently happens that that loss of time arises from a very high wind, or from the engine being in a defective state, in bad working order, and that comes in the shape of a general observation at the bottom of the way-bill.

2076. Supposing a high wind prevailed either in the early part or in the latter part, not throughout the journey, would the way-bill then show you where the loss of time took place?—The way-bill would always enable me to find out where it was, because, by taking the time-table and looking at the way-bill, I should be able to trace it.

2077. These entries in the way-bills you think are an important element in the good management of railways?—I do not think it a very important element, but it is one of the precautions that ought to be taken; it is the only mode which the directors would have of discovering a want of proper care, or a want of proper attention, or of obtaining a knowledge of the circumstances under which an irregularity took place. If we merely took the time of starting from Wootton Bassett and of arrival in London, we should be left in ignorance how the traffic is conducted. By the other way the directors are able to ascertain it, and if there is any irregularity, to discover the cause and to apply a remedy.

2078. Is it not an useful check upon the conduct of your inferior servants, that is, the working managers of the line under your superintendence?—From it I could find out whether a conductor was a very slow hand in the management of his business; if I found that our trains, instead of remaining two minutes at a station, were allowed to remain four or five minutes, I should immediately draw from that a conclusion that the conductor himself was a slow hand, and the directors would get quit of him as soon as possible.

2079. Supposing the conductor was a good man, would you not be able to find from the entry in his way-bill, how far the other parties were doing their duty?—I should find how the engine was doing its duty, which is the material part; but

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I do not think the punctuality of a railway can be said to depend upon anything except upon the engine, or upon the management of the conductor and guards.

2080. Would not the entries in the way-bill ascertain whether it was the fault of the mechanical power, or whether it was the fault of the parties who conducted the mechanical power?—Decidedly; that I think is the great advantage of them.

2081. *Chairman.*] You stated that you think that an extra train, that is, a train sent along the line without notice, is not attended with danger, but that you think an unpunctual train is attended with danger?—I do not think I drew the distinction that there was no danger with an extra train, but that there would be danger with an ordinary train out of time.

2082. You were understood to state, that punctuality was a great element of safety, and that an unpunctual train was, to a certain degree, attended with danger; and you were understood to state, that an extra train might be sent along the line without any danger?—If I did say so, I should like to qualify that; but I imagined I had not put it so improperly, because that does not at all convey my meaning or opinion.

2083. Do you think that an extra train, sent along the line, is or is not attended with danger?—I think there are cases under which it may be attended with very great danger; but I think, generally speaking, that an extra train, with ordinary caution, has no more danger attached to it than a train out of time, especially where your servants are prepared to be expecting that at any time a train may come.

2084. Do you think it dangerous to allow a private individual to put engines and carriages upon a railway?—Most undoubtedly; I should say it would be extremely dangerous to do that; I think it is dangerous even that any two companies should be running engines upon the same piece of line without proper control of the one to whom the line belongs.

2085. If an individual was allowed, under certain regulations, to put engines and carriages upon a railway, might not his engines and carriages be viewed as an extra train?—You might call them an extra train; but if those engines and carriages are not under the complete control and authority of the railway company who are working the line, I can scarcely imagine anything in the world much more dangerous.

2086. Why should the engines and carriages belonging to an individual be more dangerous than the engines and carriages belonging to another company running along the line?—In the first place, engines and carriages belonging to an individual would not, merely because they happen to belong to an individual, in themselves be a source of danger; but if those engines are to be managed and conducted by people over whom the railway company can have no sort of authority, and upon whom they can have no reliance whatever for observing the rules and regulations of the company, and who may be perfectly ignorant of the times at which the trains were passing, it would of course be dangerous; and therefore if the trains of another company were to run under those circumstances, they also would be attended with danger. But then I must assume that the thing could never practically work. I mean that the engines of two companies could never work upon a line without having some mutual regulations and arrangements which should insure safety.

2087. If there was a case of a railway allowing the engines and carriages of other railways to go over it, without attending very closely to punctuality, and allowing the engines and waggons of private individuals to go over it without enforcing any exact punctuality, do you think that would be attended with danger to the public?—I think it is attended with infinitely less danger where they do not pretend to punctuality of time, that is to say, where they have no definite time-tables to guide them, than if they pretended to have a definite time which was or could not be kept; and therefore I say, without the slightest hesitation, that I think in the case of the Liverpool and Manchester Railway it would be mad to pretend to work that line by time-tables, under the peculiar circumstances of that line. I know that if I had had the management of that railway, I would infinitely rather enforce and rely upon perpetual vigilance of the men, under a constant uncertainty as to the period at which trains are to pass, than pretend to put down time-tables to have them always departed from, much as I approve of time-tables for railway companies, where they can define their traffic, and where it is wholly under their control.

2088. You have stated that branch railways can force a junction with your railway?—I think the Act of Parliament enables them to do so. It states, that they are empowered to make a railway to join the Great Western or the London and Birmingham, and it states that the mode of junction is to be arranged with the approbation of the engineer of the company.

2089. Supposing that several branches were connected with your railway, upon which trains were sent at various times without punctuality, do not you think that in that case the public would have a right to call upon some superior control for the sake of establishing security?—Every railway company under the Act has the power of regulating the travelling upon its own line, and would be most competent to prevent any branch railway from working their trains on its line at improper times, or without sufficient precautions. There is no superintending power that exists, and I cannot conceive of any superintending power that is ever likely to exist, that would not in effect, I do not mean to say in intention, (I have not the slightest desire to suggest a doubt about the best possible intentions,) but I think it would be impossible to conceive any superintending authority that would not rather conduce to danger than to safety.

2090. Supposing those branch railroads to be in existence and working in connexion with the great railway, would not that of itself create a divided responsibility in the management of the railway?—I think not; I say distinctly that I think the management of every particular railway does and ought to devolve solely upon the directors of the railway company; I think the directors of one railway company never ought to have the power of carrying their traffic on another railway adversely to that other railway; therefore I think that the sole responsibility rests with the directors of each railway for the management of their own line; and the moment you begin to divide that responsibility, the moment you say (I will not imagine that it is said in mistrust of the directors) but the moment you decide that there ought to be some authority that is to be superior to them, and that is to have the power of enforcing regulations, it is impossible that the directors of that railway can consider themselves, and it is impossible that the public can be so unreasonable as to consider them, the delinquents in case of accident. The delinquents must be the supreme power, whether, as I said before, the accident shall arise from that supreme power ordering wrong regulations, or whether it shall arise from the negligence of the supreme authority to enforce good regulations, because the right and the duty must co-exist.

2091. Do you think the main line of railway could, in that case, limit the amount of traffic that should come upon it from the branch railways?—I think it would be almost madness to suppose that any railway company ever would wish to limit the quantity of traffic to come upon it.

2092. Does not the safety of the public sometimes require an interval between different trains?—Decidedly.

2093. Might it not happen that so many trains should be sent upon the main line from the branch railways as to endanger the regular passage of the trains upon the main line?—Most undoubtedly not; if the railway company upon whose line they are to run performed their duty, they would prevent the trains of other railways coming upon their lines at times when they deemed it unsafe for them to come, as of course the other line has not the power to run their trains indiscriminately upon the main line.

2094. If they did prohibit the running of the trains of the branch line, they might, to a certain extent, limit the traffic?—I think not; they would necessarily substitute arrangements that would carry the traffic in the most convenient way; I cannot conceive the possibility of directors, under any circumstances whatever, doing that which is to limit the traffic; railways live by traffic; the whole expenditure can only be justified for the purpose of increasing the traffic, and I cannot conceive how any railway directors ever would for a moment dream of taking any step to limit it, although they may entertain different views of the mode in which the traffic will be best conducted.

2095. Mr. *Labouchere.*] Do not you think it possible that the directors of one railway into which another may come may take advantage of the necessity which the other railway company is under of using their railway, to impose unfair and unreasonable conditions upon the other railway company?—I think not; the only matters to which those unfair conditions could apply are already regulated by every Act of Parliament; the terms and conditions upon which traffic is to come upon the line are actually laid down in the Act of Parliament, and must

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be similar under the same circumstances to everybody, and must be similar upon all parts of the line.

2096. You mean, that they cannot treat the carriages and traffic of a branch railway differently from the carriages and traffic of their own?—They cannot, consistently with the law; they may say, "We will not allow your engines and carriages to be running along our line at any time that it may suit you to send them, but we will supply you with the means of doing it." The London and Birmingham Railway Company, in the case already adverted to, could not say, "We shall charge you, the Stafford and Rugby Line, more for carrying your passengers from Rugby to London than we charge to any other persons or passengers under similar circumstances for the same distance."

2097. Supposing the case of a main railway company being desirous of purchasing or leasing the traffic upon a branch railway, do not you think it possible that, with a view to the bargain which they would have to make with the other railway, they may exercise their power in a somewhat vexatious manner, in order to bring the branch railway into terms?—No; because I believe that they have no means whatever of limiting the traffic upon any other railway that has power to come upon theirs. I do not see how they can possibly do it, or even wish to do it.

2098. You think it would not be in their power to put harassing and vexatious restrictions upon the traffic of the branch railway, at a time when they wished to persuade the proprietors of this branch railway that it was their interest to come to some agreement with the main railway company?—I think it is not in their power to do it.

2099. Mr. *Loch.*] Might they not impose higher tolls upon the branch railway?—Not without infringing the Act, and of course the branch railway would be cognizant of that circumstance.

2100. Supposing the main line were to charge, to their own passengers, tolls less than the maximum, and to charge the maximum tolls to the passengers upon the branch railway?—They cannot do that; the tolls must be uniform. There must be a principle of charge which must be just and equitable to all. There is a clause in every Act, I believe, which requires that. Under Lord Seymour's Act of last year, I believe already the President of the Board of Trade has cognizance of any breach of an Act of Parliament; as least it has been so represented here.

2101. Does that extend to the use of stations; supposing two lines, the one a continuation of the other, and that they should be separated by a station belonging to one and not to the other, and supposing that the railway to whom the station belongs was to attempt to put hard conditions upon the other railway, would it not be useful that some superintending power should exist to regulate the bargain between the two railways?—Certainly not; for this reason, that the other may have a station of their own if they like. If they have the power to make a railway, they have the power to make a station. It would be extremely unjust, it would be the most unprecedented thing in the world, that a company which had at its own expense erected stations should be deprived of the use of them, or forced to make any particular use of their stations, by any superintending authority whatever;—such a thing is not known in this country;—that they should do that for the mere advantage of another party. This evidence which I am now giving is not intended to bring into contrast the safety of lives or limbs with money; but in this question, which simply relates to the degree of advantage which one railway is to get over another, I protest most strongly against any company whose money has been expended for the profit of the proprietors being obliged to convert that money to the advantage of some other company who may come in to claim it under the plea of this discretionary clause, or some controlling authority of Government.

2102. Mr. *Labouchere.*] Supposing the case of a main railway, contrary to Act of Parliament, using its powers unjustly and oppressively towards the interests of a branch railway connected with it, do you think that would be a case in which the discretionary power entrusted to the Board of Trade, of prosecuting at the public expense, might be used judiciously?—I think that under Lord Seymour's Act, if the Board of Trade conceived that the public safety was capable of being compromised in any dispute between two railway companies, it would be right that they should interpose; but I think that that ought to be done with very great delicacy, inasmuch as the interposition of the Board of Trade would be more likely to lead to disputes between companies if it were believed that they would readily or willingly interpose than if they never did interpose at all.

2103. Do not you conceive that it would be the duty of the Board of Trade in

in the case supposed in the question, in the first instance to attempt, by remonstrance and representation, to induce the more powerful railway company to comply with the Act of Parliament, and to do justice towards the weaker company?—I believe that the proper course would be to leave those two companies to their natural remedy by course of law. I do not think a public prosecution by the Attorney-general against one company, ought to be the means of arriving at a knowledge of what is right or wrong in a dispute between the two. I can imagine a case in which the oppression might be so flagrant and so obvious, that the Board of Trade would be justified in doing it; but I think that case would be very rare indeed. I certainly did not understand, when Lord Seymour's Act passed last year, that the intention of that clause was to do more than to enforce against railway companies that which they were bound by Act of Parliament, but might neglect to do, for the public safety generally.

2104. You consider that the power given to the Board of Trade to prosecute in certain cases, is objectionable?—I think it is objectionable if it is converted to anything like a means of deciding differences between an individual and a company, or even between two companies, unless it should be quite palpable that the one company is doing that which would be disadvantageous to the public at large.

2105. Are the Committee to understand from your answer, that your objection is not to the existence of that power, but to its being used except in extreme cases, and in cases in which there is manifestly some important public principle involved?—The clause has passed; I think the clause is a very severe one against railway companies, because it is rather hard that we should be the only parties liable to prosecution at the public expense under the orders of a Government department, which Government department is also invested with a power to demand from railway companies, and only from railway companies, those circumstances which, in point of fact, will constitute evidence against themselves; I think that the President of the Board of Trade under that Act may demand from me information, and written documents and statements, which in point of fact would be required for the purpose of informing his mind as to the propriety of prosecuting me, and in that way he would get from me admissions, and the evidence which would be also used, as the medium of producing a conviction against me; that I think is a great hardship. But although that power exists I have not the slightest belief that the President of the Board of Trade would ever knowingly do what was unjust.

2106. Should you have objected to this power if it had been confined to interference in matters that related to public safety?—I very strongly, last year, objected to that power, and I had the honour of seeing Lord Seymour upon it, and several other Members, and I did understand that when the preamble of the Bill was agreed to be altered as it now stands, it necessarily controlled the clauses of the Bill,—the original preamble of the Bill of last year was, "Whereas it is expedient to provide for the better regulation of Railways,"—Lord Seymour was kind enough, at the suggestion of the railway companies, to alter the preamble, and the preamble, as it passed, was to this effect: "Whereas it is expedient for the safety of the public to provide for the due supervision of railways;" and I was led to believe that that preamble controlled one interpretation of all the clauses of the Bill, and therefore my objection to that very clause was mitigated, as I believed that it could only be enforced in the case of a neglect of railway companies to do that which they were bound by their Act to do "for the safety of the public;" but it appears that I am mistaken.

2107. Your objections, so far as they rest upon the hardship of being prosecuted by a party that had previously the means of obtaining information from you which may have a bearing upon that prosecution, would apply equally whether that power was applied only to subjects relating to the public safety, or whether it was applied in a more extensive manner?—It would; I think that is an objection to the general principle of it; but I have an objection independently of that. I think the case which has been already before the Committee, of the Grand Junction Railway Company, is not a case to which the Act ought to apply. The Grand Junction Railway Company took a course which they believed to be most beneficial for the trade generally, with respect to the management of their traffic and goods. That was resisted by the carriers, who thought their interests were compromised by it. I do not blame them in the slightest degree for resisting it; I do not blame any parties who see their interests very plainly, for fairly pursuing any course which they think right to remedy a grievance; but with all submission,

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I think that was not a case in which the powers of that Act ever were intended, or ought to have been supposed to apply.

2108. You are aware that hitherto it does not appear that the Board of Trade have decided that that was a case in which they ought to interfere?—No, that I imagine.

2109. Do not you think it generally very desirable that railway companies, who have obtained great powers and privileges under Acts of Parliament, should be obliged to adhere to those Acts of Parliament?—I think they should, upon the general principle that everybody ought to adhere to Acts of Parliament, and I believe they do; but I do not know why, in the case of a railway, it should be said that they ought to adhere more strictly to Acts of Parliament, or why there should be a peculiar power placed over them which is not placed over any other public undertaking.

2109*. Do not you think they are very powerful bodies?—I believe they are very weak; I believe they are at the mercy of every wind that blows. With regard to the power, I will just make one or two observations that occur to me about it. I feel so perfectly sure that the powers of the Board of Trade and the powers of the officers of the Board of Trade are greater as they now exist, with Lord Seymour's Act in operation only, than they would be subsequently if this clause were passed, that I would implore the President of the Board of Trade to consider whether he would not be actually diminishing that power by the clause proposed to be taken now, and actually removing the responsibility of the directors and taking upon his department a responsibility which he never will know how to control or to manage.

2110. You are speaking of the 11th clause?—I am; I say that, under Lord Seymour's Bill, the officers of the Board of Trade, as they state themselves, have been received everywhere with the very best possible spirit. If they have made suggestions, they have been adopted; they have never been looked upon with the slightest suspicion; I believe every engineer would avow to them, and I can say truly of myself, that I would frankly avow to them everything which occurred to my mind as being either dangerous or inconvenient or improper, and I believe a suggestion from them would be attended to by the directors most readily and most cordially; but if you once erect them into a power over the directors, I cannot imagine that you will ever get the same class of directors for any length of time to continue to be, as it were, the puppets whose movements are to be directed and governed by those officers, or that directors ever can look with the same feeling of cordiality upon those officers, if they are enabled to say, "You shall do this and that," whether the directors themselves think it right or not.

2111. Your objection is to the principle of the 11th clause giving a discretionary power to the Board of Trade, of issuing regulations to provide for the public safety?—Most strongly, upon the three or four different grounds I have mentioned, I think it quite unnecessary; I think the evidence of the very officers of the Board of Trade, I think the reports of Sir Frederic Smith actually declare, that that power is unnecessary. They also declare, in the officers' report, that they did not think it was in the contemplation of Parliament to give them an enacting power, when the Bill passed.

2112. Should you attach must importance to any restrictions or limitations that could be attached to such a power, if it were given by Parliament?—Of course I should wish to see limitations, if it is to be given at all; but I believe giving that power at all would be only a first step to the whole management of railways devolving upon the Board of Trade. I cannot see how the authority of the directors over their servants can remain unimpaired, if those servants are to know that there is a superior authority over them, which may be brought into action at any time.

2113. Have you seen the clause that has been suggested on the part of some of the railway companies, as an improvement upon the 11th clause as it now stands?—I saw it after it was in your hands, and I thought it infinitely worse than the clause now in the Bill; it gave the Board of Trade the power to give orders direct to the guards and policemen of any railway, which must at once set aside all authority of the directors over their own servants.

2114. *Chairman.*] You consider that the railway company has now an undivided responsibility over its own line?—Undoubtedly I do; and I think it must be so if it is ever to be well managed.

2115. Is it not found to be for the convenience of the public that the same carriages

riages should perform the whole journey, although in performing that whole journey they may go on several lines of railway?—Undoubtedly.

2116. And that is acted upon?—Constantly.

2117. Supposing a branch company to send a badly-constructed carriage over your line of railway, and that that carriage breaks down and delays the train, and that consequently an accident occurs, is that an accident for which your railway is responsible, or is it an accident as to which the responsibility is divided?—I think that is an accident for which our railway is responsible; in the first instance, we clearly have the power to object to any carriages or waggons being put upon our railway which are not properly constructed, and every railway ought to take care that if they admit the carriages of any other railway upon their line, those carriages are properly constructed.

2118. Has one company a right to inspect the carriages of another railway?—Before they come upon their railway, decidedly.

2119. They can oblige the other company to submit to an inspection of their engines and carriages?—They may forbid any engine or carriage being brought upon their railway that has not been approved by them.

2120. Has one company a right to examine the servants of another company, the engine-drivers, and those employed over the line?—Certainly not.

2121. Would you allow the engine-driver of one line to come over another line?—I would not allow the engine-driver unless I allowed the engine; but as I said before, this is the state of the case: of course the railway when made is under the sole management and control of the directors who govern that railway, and those directors can prevent engines, or waggons, or carriages coming over their line, unless they are properly constructed, or unless they submit to the regulations which may be considered necessary for the good management of the railway. I take it for granted, therefore, that the moment that an engine comes upon a line of railway, it must come under the arrangements between the two companies, or between the company and other parties. It is obviously the duty of any railway company, before they admit engines or carriages upon their line, to take care that every proper precaution is taken. Whether it shall be in the construction, or as to the parties that send the engine, every proper precaution ought to be taken to prevent danger.

2121*. Cannot you imagine an accident occurring at the point of junction of two railways, where the responsibility shall be divided between the two companies?—Not if they are properly conducted, and if the junctions are properly made.

2122. Do you mean that you cannot conceive of an accident happening if they are properly conducted?—Accidents may happen under very good management. I believe them to be perfectly consistent with good management. I believe that they may frequently arise from the negligence of servants; but that I should not call want of good management.

2123. May they not happen at the junction of two railways, in such a way that both companies shall be responsible for the accident?—I can imagine cases in which there may be a dispute between two companies which was the cause of accident; but I do not think the supervision of the Board of Trade would render that less likely; on the contrary, I think it would rather make it more so.

2124. Is there not in some cases now a divided responsibility?—I can easily imagine that accidents will happen upon railways, where two parties are working the same line, where there will be a dispute as to who is the cause of the accident. With respect to the power that it is proposed to take as to the establishment upon a railway, I do not know how that is possible to be exercised. This consequence would naturally arise, that the directors must keep their establishment down at the minimum, which would not be for the public safety, lest the Board of Trade should spring upon their maximum; that would be the natural consequence of it. If I wanted policemen at a particular moment at any particular part of the line, I do not imagine that the directors would agree to put them on, for the act of putting them on would prevent their taking them off without the permission of the Board of Trade; and for this reason, that if an accident should happen at any time, the public would naturally say, if there was not a policeman, "This is the fault of the Board of Trade;" the Board of Trade ought to have insisted that there should be a policeman there; and in that way, if you have a power over the whole establishment, you will have to take it altogether into your own hands.

2125. Mr. *Freshfield.*] Are you correctly understood to say, that the management of railways at present is in the hands of the best class of persons to promote

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the interest of the proprietors and to protect the public?—I do believe so. For a very long time I have mainly ascribed the safety of railways to that very circumstance, that they are superintended and scrupulously watched by men sitting as directors who feel naturally a pride in managing railways well; who would feel the disgrace of having a railway misconducted under their authority, and who I believe partake freely of all the benefits of the good management of the railway, independently of that deep interest which they must have in its prosperity.

2126. Do you contemplate, as one of the consequences of such an enactment as is proposed, that it would disincline such persons to continue in the management of railways?—I think it would place them in an inferior position, and that it must necessarily lead to constant conflicts with the Board of Trade; and the whole time of those directors, which is now very advantageously occupied in considering what is best for the railway, would have to be spent in dressing up memorials and remonstrances to the Board of Trade, because they would be obliged to expose the hardship of regulations which ought not to apply to them; and when they came to the Board of Trade, they might be told that the power and the duty are considered to go together; that the power of making those regulations is considered to be the duty of the Board of Trade; and, therefore, they must say, that the regulation is made, and it must be enforced. I think that would have a very bad tendency.

2127. Lord *Granville Somerset.*] You have the general superintendence of the Great Western Railway?—I have.

2128. What is your system with regard to the examination of carriages and engines?—The course with us is to have every carriage, when it comes into the station, always perfectly inspected. We have four men whose duty it is to inspect, and in fact, to do nothing but inspect and order repairs. The moment an engine and train comes into the station, these men get under the carriages through a pit that is formed under the carriages, for the purpose of inspecting every axle and every oil-box and every wheel. We have another man whose duty it is to inspect the timbers and wood-work; we have another man who inspects all the trimmings; and no carriage ever comes into our yard, and leaves it again, without having a perfect inspection; and the superintendent of the station, who is very conversant with carriages, his attention is immediately called to it: if an oil-box is a little warm, or if there is any imperfection whatever, the invariable rule is never to let a carriage go out again if there is anything whatever in fault with it.

2129. When you say, every time it comes into the station, you mean the Paddington station?—Every time it comes into the Paddington station; there is also a man at Wootton Bassett, and a man at Reading, whose duty it is, as it comes down, to look at it as well as he can; that is external inspection only; and upon that subject, any misconception that has arisen from the evidence which Mr. Brunel gave the other day, I really believe to be partly from his not perhaps knowing exactly what was the course of business when the trains do come in, and partly from the distinction that he made between that thorough examination, by lifting carriages off the wheels and turning them round, which he meant was not done, and which I admit never can be done upon any railway upon every journey.

2130. Is there a thorough inspection at Paddington, and a superficial inspection at Wootton Bassett and at Reading?—Yes, always.

2131. That thorough inspection practically takes effect after how many miles of travelling of the carriage?—Never more than 160; that is, 80 miles down and 80 back.

2132. And with regard to carriages which go a short distance, more frequently?—Yes; a train going to Slough and back is inspected in the same way.

2133. Supposing any accident happens from an imperfection of the carriage or engine, do you look to the superintendent as responsible for his inspection?—Immediately.

2134. Your observations upon this point apply to the engines as well as to the carriages?—Yes; the engines are most particularly looked into; we have a man who is always on the spot, and thoroughly looks over them.

2135. You think it is important, for your own protection, and even for your own economical management of the business, to have this inspection thoroughly made?—Undoubtedly; if we allowed carriages to be working with any imperfection in them, we should not only be endangering the public, but it would give rise to this, that that which might be improved or altered at the moment, at a slight expense, would, if it were allowed to go out again, probably become a very serious

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serious defect. It is impossible for any railway company to take more care with regard to their carriages than the Great Western Railway Company do; and perhaps I may be allowed here to mention, as I am the last witness to be heard on behalf of any railway company, that I have been requested, on the part of the Eastern Counties Railway, to state, that they go through the same course of examination with their carriages. I have a letter in my hand at the present moment, in which it is so represented; and it is the wish of the superintendent that I should mention to the Committee, that their carriages go through a thorough course of inspection upon every journey; and what I am requested to state specifically as to that railway I should say, so far as my observation goes, is done also by all other railway companies. There is one other subject which in the course of this inquiry has been touched upon, the correspondence relating to the resolutions of the conference at Birmingham. It appeared to be the wish of some Members of the Committee to know whether any answer had been received to those circulars. I have a letter upon that subject, which I shall be glad to put upon the Minutes; it is a letter from Mr. Booth, who was the secretary to that meeting. He says, "I have the favour of your communication of yesterday, informing me that Mr. Labouchere had inquired, in the Select Committee on Railways, whether any answers had been sent to the regulations sent to the several railway companies in pursuance of the seventh resolution passed at the Birmingham conference. On this subject I beg to remark, that the regulations were transmitted to the different companies without comment, and that no answer was requested or desired, the regulations being sent for consideration, and no opinion, as far as I recollect, has been expressed upon them, except in a short remark of the secretary of the Newcastle and Carlisle Railway, who says, in acknowledging the receipt of the resolutions, 'The directors consider that the working of their line requires, from its situation, regulations peculiar to itself.'" There is one other subject also, which perhaps I may be allowed to allude to upon the same ground, that I happen to be the last witness on behalf of the railways. If any impression has gone forward from what has been either given in evidence here or stated elsewhere, that there is a doubt on the minds of railway companies as to the competency of Sir Frederic Smith, or as to the mode in which he has conducted the business that has been intrusted to him since his appointment under Lord Seymour's Act, I am requested to say, in the strongest manner, that that belief is totally without foundation. We have found in Sir Frederic Smith the greatest readiness at all times to perform his duty in the manner which we could wish. We believe him to be by far the most competent person that could be appointed as general inspector of railways; and I can assure the Committee, that there never has been the least intention or desire to throw out the slightest insinuation unfavourable to Sir Frederic Smith. On the contrary, I can say truly that we were all very much indebted to the President of the Board of Trade for his kindness in appointing Sir Frederic Smith after he knew that that appointment would be acceptable to the railway companies; and nothing has taken place since to change that feeling. I beg leave further to say, that by not mentioning Mr. Laing I do not mean to draw any distinction between Sir Frederic Smith and Mr. Laing. In all the communications I have had with Mr. Laing, I have had every reason to be most highly pleased with that gentleman, as one of the officers of the Board of Trade. I only wish that our mutual relations and intercourse may continue the same as heretofore, without any other power delegated to them than that which they now possess.

Lieutenant-colonel Sir *Frederic Smith*, called in; and Examined.

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2136. Mr. *Labouchere*.] HAVE you any further observations which you are desirous of addressing to the Committee?—I was prepared to make some observations to the Committee with reference to certain remarks that have been made upon my reports, but from the way in which Mr. Saunders has expressed himself, and from the evidence which has been given by Mr. Bury and Mr. Stephenson, with reference to my recommendations, I consider it now quite unnecessary that I should support them before this Committee, though I felt, to a certain degree, desirous of so doing, from Mr. Brunel, whom I always regarded as a man of considerable talent, having made some remarks with regard to those reports to lower them in the estimation of the Committee and of the President of the Board of Trade; but after the evidence which has been given in support of those recommendations,

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and after the statements which have been made by Mr. Stephenson, Mr. Bury, Captain Lawes, and Mr. Baxendale, in accordance with those observations of mine, I feel it unnecessary to detain the Committee upon that subject, unless they have any questions to put to me. I will merely observe, that whether the power asked for be given or withheld, or be conferred in a modified shape only, I am quite certain the officers of the Board of Trade will, in their inspections, endeavour to carry on their duty in the most perfect harmony with the railway companies, and I believe the railway body will not have any cause or reason to be dissatisfied with their conduct. I do not conceive it ever was the intention of the President of the Board of Trade, or of the officers of his department, to issue regulations that should not apply strictly to the local circumstances of each case; and their view would rather be to induce the directors themselves to apply a remedy for the particular disease than that the railway department should on all occasions give their own specific for it.

2137. Lord *Granville Somerset.*] You are aware of the evidence which has been given before this Committee?—A great proportion of it I have heard.

2138. Having heard that evidence, has it had an effect upon you, in any degree, to change the opinion which you expressed when you were examined here in the first instance?—However convinced I was before the evidence given to this Committee, of the impossibility of defining the powers required by the Board of Trade, that evidence has rather strengthened the opinion I previously entertained as to the impossibility of defining those powers.

2139. Mr. *Labouchere.*] You mean by defining and limiting the discretionary power, in case it is generally applied?—Yes.

2140. Subsequently to your examination here, have you looked at the 11th clause?—I do not know that I have read it again.

2141. Are you sufficiently aware of it, to be cognizant of the restrictions which it would impose upon the Board of Trade, supposing it were passed in its present form?—Yes; and I think it would be better without those restrictions.

2142. Do you believe that those restrictions would afford very little security to the railway companies, and at the same time would very much impede the useful operation of the clause if it passed?—I quite think so.

2143. Then the result of what has passed in this Committee upon your mind, is this, that acknowledging the general principle, that the Board of Trade should exercise any power whatever, you think that, for the benefit of the public on the one hand, as well as for the advantage of the railway companies on the other, that responsibility should be unlimited, not defined at all?—I am of opinion that it should be unlimited, not defined at all.

2144. Then the sum of your opinion is this, that supposing Parliament should be willing to grant to the Board of Trade a superintending power over railways, for the safety of the public, that power should be as unlimited as possible?—Yes, but that the regulations of the Board of Trade should be submitted to Parliament, and that parties making statements in answer to our requisitions should have their replies also laid before Parliament; and further, that the regulations made should only apply for six months.

2145. Would you also think that any advantage would be derived generally from periodical reports being made by yourself, and the other officers immediately connected with this branch of business in the Board of Trade, to the Board of Trade officially?—I think great advantage.

2146. Would you carry it still further, and, in order to show that those reports were not only received, but were always considered by the superior persons connected with that department, require that a regular minute, setting forth the opinion of the President and Vice-president of the Board of Trade, should be entered upon the office-books in regard to those reports?—Such a system would be desirable.

2147. And you would consider that those periodical reports should also be laid before Parliament?—Certainly.

2148. Mr. *Labouchere.*] Were you present when some questions were put to some of the witnesses that have been examined, with regard to the expediency, in cases of disputes between different railway companies, of giving some power of arbitration

arbitration to the Board of Trade?—Yes, I heard the questions put and the answers.

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2149. Do you conceive that a power, on the part of the officers of the Board of Trade, of arbitrating on points involving important questions of a pecuniary nature between different railway companies, could be satisfactorily exercised at the Board of Trade?—I should be very sorry to be one of the individuals engaged in such arbitrations, and for this reason: for the last 18 months I have been employed, by order of the House of Commons, in investigating certain competing lines; and I believe nothing has ever given me more anxiety than having to come to conclusions involving the pecuniary interests of various parties, because I am certain that, whatever the decision may be, my colleagues and myself will be exposed to the risk of having a want of impartiality imputed to us.

2150. Do not you think it would be a duty so invidious, that it would be impossible for any individual or individuals to discharge it, for any length of time, without rendering themselves liable to attacks and suspicions which, however unfounded in point of fact, would shake the authority of that tribunal in the public esteem?—The effect would be precisely that contemplated in the question.

2151. If, therefore, it is thought advisable that some authority, in the form of an arbitrator or umpire, should be appointed in cases of disputes between railways, does it appear to you that it would be infinitely better that the person to decide such points should decide the question alone immediately submitted to him, rather than that he should be permanently appointed to decide all such points arising between different railways?—In my opinion, the same individual should never decide on two cases.

2152. Lord *Granville Somerset.*] Should you have any objection to this, that supposing two railway companies cannot agree, either party should have the right to say to the other, "Nominate a person to arbitrate on your side, and we will nominate one to arbitrate on our side," and that if those arbitrators could not agree upon the point in discussion, they should further have the power of appointing an umpire; but supposing they could not agree upon the appointment of an umpire, that the Board of Trade, upon an application from either party, should have the power of saying, "In this case we appoint so and so as umpire between those arbitrators;" would you object to such a power as that being vested in the Board of Trade?—I would rather see the power vested in the Board of Trade to nominate an arbitrator when both parties came to them.

2153. But the proposition is, where the parties will not agree. The first arbitrators would have to decide upon two points; first of all, the point in disagreement between the two contending companies, and then upon the point, who should be the umpire as between them; and it is only in the last extremity, in case of their not agreeing upon either of those points, that it is proposed that the Board of Trade should have the power of interference, not to decide the question under dispute, but to appoint a person to act as umpire between the arbitrators?—If a law were passed that aggrieved railway companies should go to some public department to have their differences arbitrated, then I should see no harm in the President of the Board of Trade having the power to nominate the arbitrator; but I am not convinced that it would be a wise course to allow one company to force another always into arbitration. I see objections to it.

2154. Do you see any means by which connecting railroads belonging to different companies can at this moment be brought into harmonious arrangement with one another?—It would be very difficult to accomplish.

2155. Can you effect that harmony of arrangement and so forth under the existing laws, so far as you are aware?—Perhaps not; but the interests of the parties themselves ought to bring them to that conclusion, and generally would.

2156. But supposing there were great pertinacity, as we see sometimes in large bodies upon particular points, would not the public convenience certainly, and perhaps the public safety, be liable to great interruption and great jeopardy?—As far as the public safety might be concerned, I should be disposed to give that power to the Pesident of the Board of Trade, but not for the public convenience alone.

2157. The question proceeds upon the supposition that the 11th clause is not passed, and the questions as to which such power would be given, would be confined

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fined to points relating to junctions between two railways, the arrangements in reference to such junctions being necessarily every day more important the more railway communication is extended?—I confess that I have not considered that question so deeply as to justify me in giving an opinion upon it without further inquiry.

2158. Mr. *Labouchere.*] Generally, are you not of opinion that there is a wide distinction between the officers of a public department being called upon to pronounce upon points that involve questions of public safety, and upon points that involve important private pecuniary interests?—Yes; as far as regards the one, I should be disposed to see the power vested in the President of the Board of Trade, but not as far as regards the other; but it is a question of vast importance, and one which is deserving of much consideration.

APPENDIX.

— No. 1. —

No. 1.
Resolutions of Railway Directors, 19 January 1841.

The following Papers referred to in the Answer to Question 796, *in the Evidence of Mr. Brunel, were delivered in by Mr. Saunders :—*

RESOLUTIONS, &c. passed at a numerous Meeting of RAILWAY DIRECTORS, held at *Birmingham*, 19 January 1841. *George Carr Glyn*, Esq. in the Chair.

Birmingham, 19 January 1841.

AT a General Meeting and Conference of Railway Directors, and Gentlemen connected with Railway Managements, held by appointment at Birmingham this day,

Present, Deputations from the following Companies, viz. :—

Birmingham and Derby :—Henry Smith, Esq. Chairman, and Mr. Birkinshaw.
Birmingham and Gloucester :—H. B. Tymbs, Daniel Ledsam, Joseph Gibbons, Esqrs. Directors, and Mr. Burgess.
Chester and Birkenhead :—William Dixon, Esq. Chairman, J. Fosbery, Esq. Director.
Eastern Counties :—Charles Hood, Esq. Director.
Great Western :—Charles Russell, Esq. Chairman, Mr. Saunders, and Mr. Brunel.
Hull and Selby :—Richard Tottie, Esq. Chairman, and Mr. Locking.
Lancaster and Preston : —— Burrow, Esq. Chairman, and Mr. Bolden.
Liverpool and Manchester :—Charles Lawrence, Esq. Chairman, and Mr. Booth.
London and Croydon :—W. A. Wilkinson, Esq. Chairman, F. Roberts, Esq. Director.
London and Greenwich :— John Entwisle, Esq. Director.
London and Birmingham :—George Carr Glyn, Esq. Chairman, Mr. Creed, and Mr. Bury.
London and Brighton —John Harman, Esq. Chairman, Mr. Rastrick.
London and South Western :—Robert Garnett, Esq. Chairman, W. Chaplin, Esq. Director.
Manchester, Bolton, and Bury :—J. Crosthwaite, Esq. Director, Mr. Hawkshaw.
Manchester and Leeds :—Robert Gill, Esq. Director, Captain Lawes.
Midland Counties :—Dicey, Esq. Chairman, Mr. Bell.
North Midland :—James Hubbard, Esq. Director, Mr. Patteson, and Mr. Hanson.
North Union : — T. W. Rathbone, Esq. Chairman, H. Earle, Esq. Director, and Mr. Chapman.
York and North Midland :—George Hudson, Esq. Chairman, James Richardson, Esq. Director, Mr. Cabery.

George Carr Glyn, Esq. was called to the Chair, and Mr. Booth acted as Secretary to the Meeting.

After discussion, the following Resolutions were unanimously adopted :—

Moved by *Theodore W. Rathbone*, Esq. seconded by *Hardman Earle*, Esq.

I.—That in consequence of the public anxiety occasioned by the accidents which have taken place on various railways, the companies here represented, in order to profit by the combined experience of the principal lines, have deemed it expedient that a general conference should be held, for the purpose of taking into consideration the causes and circumstances of such accidents, and the means that may be available of more effectually guarding against their occurrence for the future.

Moved by *Robert Garnett*, Esq. seconded by *Daniel Ledsam*, Esq.

II.—That this meeting acknowledges the grave responsibility which attaches to railway directors, and the obligation under which they lie to adopt all judicious and practicable expedients for ensuring the general accommodation, comfort, and safety of the passengers intrusted to their charge. That under a strong impression of this responsibility they have assembled on this occasion, and have pursued their deliberations at the present conference.

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Resolutions of Railway Directors, 19 January 1841.

Moved by *Charles Hood*, Esq. seconded by —— *Burrow*, Esq.

III.—That this meeting, while it deeply regrets the accidents which have occurred, looks forward with confidence to the beneficial result of unremitting vigilance and habitual caution steadily enforced and established, as the great means of safety to railway conveyance, and accordingly would deprecate any sudden or hasty legislation on the subject; being convinced that the means referred to, aided by such improved arrangements and mechanical adaptations as a more matured experience may suggest, will amply accomplish the desired object.

Moved by *George Hudson*, Esq. seconded by *W. A. Wilkinson*, Esq.

IV.—That the moral character and general fitness of enginemen and firemen, as well as of policemen and other servants, in the correct performance of whose duties the public safety is involved, are so essential to the security of railway travelling, that this meeting recommends to all railway companies the strictest examination into these points; and that it should be a rule more generally adopted amongst different managements, not to employ servants, having worked on other lines, without authentic and satisfactory testimonials from their former employers.

Moved by —— *Parker*, Esq. seconded by *James Hubbard*, Esq.

V.—That in case of serious neglect of duty on the part of railway servants, it is desirable more frequently to put in force the penal provisions of Lord Seymour's Act, in order that the strictest discipline may be maintained; at the same time this meeting considers it due to men whose services are so arduous, to encourage the requisite discipline and obedience of orders, by adequate remuneration, and by suitable rewards for extraordinary exertions or long sustained good conduct.

Moved by *Charles Russell*, Esq. seconded by *Robert Gill*, Esq.

VI.—That the directors at this meeting assembled have taken into their serious consideration the expediency of placing on the engine a third man as conductor or captain, in addition to the engineman and fireman usually employed; and they are of opinion that such a measure, by distracting attention, dividing authority, and removing or diminishing the responsibility of the engineman, would increase rather than lessen the risk of accidents to the trains.

Moved by *William Dixon*, Esq. seconded by *William Chaplain*, Esq.

VII.—That this meeting considers it desirable that there should be a uniform system of regulations and signals recognised as applicable to all railways; and they recommend that the following rules and regulations, with this view, be submitted to the consideration of each railway company.

GENERAL RAILWAY CONFERENCE.

RULES and REGULATIONS, proposed to be observed by Enginemen, Guards, Policemen, and others, on all Railways. Submitted to the consideration of Railway Managements.

ORDERS TO ENGINEMEN AND FIREMEN.

1. No locomotive steam engine, except in case of some extraordinary necessity, shall pass along the wrong line of road—that is to say, on the right hand line as it moves forward—but shall, in all cases, observe the same rule of the way as on the turnpike roads, by proceeding along the left-hand line. And every engineman and fireman shall keep a good look-out all the time the engine is in motion. And no person, except the proper engineman and fireman, shall be allowed to ride on any locomotive steam-engine or tender without the special license of the directors, or of the engineer or manager of the railway.

2. In case of accident, if any engine shall be unavoidably obliged to pass on the wrong line of road, the engineman shall always send his assistant, or some other person, back beyond the nearest stopping place, or shunt, before the engine moves backward, to warn any engine coming in the opposite direction; and if dark, the man who goes back in advance of a returning engine shall take a light, and make a signal, by waving the same up and down to any coming engine to stop; and the engineman of the engine moving on the wrong line shall make constant use of the steam-whistle, and must not move in the wrong direction further than to the nearest shunt, and being arrived there, shall proceed instantly to remove the engine off the wrong line of road.

3. All engines travelling in the same direction shall keep half a mile at least apart from each other; that is to say, the engine which follows shall not approach within half a mile of the engine which goes before.

4. No engineman shall, at any time or under any circumstances, leave his engine or train, or any part of his train, on the line of way, without placing a man in charge of the same, to cause the proper signals to be made to prevent other engines from running against them.

5. Enginemen having charge of goods or luggage trains shall always exert themselves to keep out of the way of coach trains, by shunting, if necessary; and, if doubtful of getting out

out of the way of a coach train, shall direct gatemen and plate-layers to make signal to coach trains that a luggage train is before them.

6. No engine, carriage, or waggon, or train of carriages or waggons, whether loaded or unloaded, shall (except only in case of absolute necessity, to prevent accident or collision) stop upon the line of any highway, so as to interrupt the passing along such highway or public road, whether the same be at or near to any of the stopping places on the railway or not.

7. No engine shall be allowed to propel before it a train of carriages or waggons, but shall in all cases draw the same after it, except when assisting up an inclined plane, or in case of any engine being disabled on the road, when the succeeding engine may propel the train slowly as far as the next shunt, or turn-out, at which place the said propelling engine shall take the lead.

8. In the event of the road being obscured by steam or smoke, (owing to a burst tube, or from any other cause,) any engine or train coming up shall not immediately pass through the steam or smoke, but the engineman shall stop at a sufficient distance to prevent a collision, and shall ascertain that the way is clear and safe before attempting to proceed.

9. If a coach train be stopping to take up or set down passengers on the road, or for any other cause, luggage trains are not allowed to pass it, while so stopping, on the opposite line; and if the engineman of a coach train sees another coach train stopping on the road, he must slacken speed as he approaches it, and blow his whistle, to give notice to passengers belonging to the stopping train that another train is about to pass them.

10. In going down any inclined plane, every engineman having charge of a luggage train shall take care that he has full and complete control over the speed of his train, by pinning down, or causing to be pinned down, his waggon breaks, fewer or more, according to the size or weight of the train, whether there be a luggage breaksman with the train or not. And in case of accident for want of this proper control over the speed, the engineman shall be held responsible. And the policemen at the top of the inclines shall, and are hereby charged to assist in pinning down the breaks, when desired so to do by the engineman of the train.

11. Rules to be observed during a fog, or in thick weather.

Whenever a coach train stops at any of the stations or places for taking up or setting down passengers (during a fog, or in thick weather), the gateman or policeman of the station shall immediately run 400 yards behind the train, or so far as may be necessary to warn any coming engine, in order to prevent its running against the other; and all enginemen shall slacken speed in foggy weather, and proceed at a slow pace at an ample distance from, and as they approach, each of the stations and stopping places, in order that they may have the complete control of and be able to stop their engines and trains, without risk of running against any train which may happen to be waiting at such station or stopping place. And in case any engine (whether with coaches or luggage waggons, or without) shall stop in foggy or thick weather in any part of the road where there shall be no gatemen or policemen, and where there shall be no plate-layer to render assistance, the fireman shall immediately run back 400 yards, or so far as may be necessary, to warn and stop any other engine coming in the same direction.

In foggy weather, enginemen are cautioned to make frequent use of their steam-whistle when they approach any station; also, whenever they are obliged to stop on the road, or when, from any cause, they are obliged to go slower than usual, in order to prevent accidents from trains which may be following on the same line.

12.—Order to Gatemen and Policemen.

All policemen and gatemen are required, when a luggage train approaches their several stations, and before she comes up, to go on the line and inspect both sides of the train, to ascertain whether any of the loading (particularly bags of cotton or wool) have slipped so as to overhang the waggon more than when first loaded; and if such be the case, to make immediate signal for the train to stop, in order that the loading may be put right and fastened on again before the train proceeds.

N.B.—All enginemen, firemen, guards, policemen, gatemen and others, to whom the foregoing rules may apply, are held responsible for their strict execution and observance; and they shall report to the directors, or to their immediate superintendent, any servant of the company who shall refuse or neglect to comply with the regulations hereby ordered to be observed.

Code of Signals recommended to be observed on all Railways, 1841.

By Night.—The white light, stationary, indicates that all is right; but if waved up and down, is a signal to stop; if waved to and fro, sideways, to proceed cautiously.

The red light, stationary, is a signal always to stop; if on a moving train, it is a caution to all following trains to keep the required distance.

By Day.— The red flag, or ball disc, is the signal always to stop.

No. 1. Resolutions of Railway Directors, 19 January 1841.

The blue flag, or ball, is to stop second class coach trains or luggage trains, for the purposes of traffic.

The black flag is used by plate layers to indicate that the road is undergoing repair, and that trains must pass slowly.

It is to be understood, that any flag, or hat, or lamp, of whatever colour, waved up and down, is a signal to stop.

Regulations as to Signals.

1. Every train on the Railway shall show a red bull's eye, or reflector lamp, on the last carriage or waggon; and the guards of the coach trains, the breaksman of the luggage trains, and the engineman of an empty engine, or, with a waggon train without a breaksman, shall see to, and be held responsible for, the execution of this order; and if a coach, or truck, or horse-box, or waggon, be attached to or detached from a train on any part of the road, the guard, or breaksman, or engineman shall immediately change and replace the red bull's eye, or reflector lamp, so that the same may still be in the rear of the last carriage or waggon in the train, showing backward.

2. Every engine tender must carry a lamp, so fixed as to admit of being turned round, exhibiting a white light forward and a red light backward, in whichever direction the engine may be moving.

3. Every gateman or policeman shall light his gate or station lamp at dusk, and shall have his hand-lamp constantly trimmed and burning, and ready to give such signals as may be required.

4. If a coming engine or train be required to stop to take up passengers, a blue light must be shown in the gate-lamp, otherwise the common white light.

5. If a train approaches when a previous train has passed through only a few minutes before, the gateman shall signify this circumstance to the engineman by the waving of his hand-lamp to and fro, sideways, which means that caution is required; on which signal all enginemen are required to go slowly and keep a good look out.

6. But if a gateman, owing to some accident, or any extraordinary cause, wishes to stop an engine which is approaching, he must show his red light, and must also wave his hand-lamp up and down, up to the height of his head, and then down to the ground, till the engine comes up; and all enginemen are required to stop at either of these signals being given; and a gateman must make this signal to an approaching engine, if a previous engine has passed through his gate only one or two minutes before.

N. B.—The red flag, or ball, must be used in the day, in the same manner as the red lamp by night.

Rockets or blue lights are extraordinary signals, and when an engineman sees them he must immediately stop to ascertain their cause.

Engine Whistle.

7. When one long whistle is given, it is a signal to gate-keepers, policemen, and others in front, that an engine is coming, and this signal is to be used on approaching public roads during a fog, or when a first class train approaches a station where a second class train is stopping, and generally as a caution when required, for persons on the line to keep out of the way. But when an engineman wishes to make signal to the guards, or breaksmen, on the train that they are to put on their breaks and stop, he must give a quick succession of whistles, making an interrupted tremulous or vibrating sound; and all guards, or breaksmen, whether with coach or luggage trains, hearing this signal, must immediately hold hard on the break or breaks under their charge, so as to stop the train as quickly as possible.

After the above proceedings, the chairman having intimated that very numerous communications had been received, suggesting new mechanical arrangements and professed improvements; a discussion took place on the subject, after which it was

Moved by *John Entwisle*, Esq., seconded by *John Harman*, Esq., and unanimously adopted—

That while the delegates here present are most anxious to consider every suggestion promising practical improvement, yet they are of opinion that this meeting is not the proper tribunal before which the merits of numerous complicated plans and arrangements, many of them probably requiring the test of experiments, can be calmly considered and decided on.

George Carr Glyn, Chairman.

It was then moved by *Charles Lawrence*, Esq., seconded by *Charles Russell*, Esq. and carried by acclamation—

That the cordial thanks of the meeting are due to Mr. Glyn for his able and impartial conduct in the chair.

— No. 2. —

LETTER from *J. Swift*, Esq. to the Right Honourable Lord *Seymour*.

Grand Junction Railway, Liverpool,
16 April 1841.

My Lord,

No. 2.
Letter from J. Swift, Esq. to Lord Seymour.

IT having come to the knowledge of the directors of this railway, that in the Select Committee on the Bill now before Parliament for the better regulation of Railways, Mr. Joseph Baxendale has given evidence, not only calculated to create, in the minds of any persons who may believe it, an unfavourable impression against them, but entirely incorrect in itself, they respectfully request permission to notice that evidence to your Lordship, as Chairman of the Committee.

Mr. Baxendale, throughout that part of his evidence which specifically refers to this Company, seeks to convey the impression that they have either succeeded in delaying a legal decision of some questions pending between them and his firm (Pickford & Company), or have attempted so to do; and upon this insinuation Mr. Baxendale appears to base his evidence in favour of some prosecuting power being lodged with a Government Board, charged with the supervision of railway companies.

The directors are aware that they have no right on the present occasion to enter upon the general question of the propriety of granting such a power, nor have they any right to object to Mr. Baxendale's recommendation of it, nor to his advancing such arguments in support of that recommendation as he thinks fit; but against any injurious mis-statement of facts in the course of such arguments, they trust your Lordship and the Committee will be disposed to concede them the opportunity of publicly defending themselves; first, by a simple and plain denial, which they now instruct me to offer, of all the facts charged against them by Mr. Baxendale, and next by the following statement of facts and dates in support of such denial.

Messrs. Pickford & Company's first legal proceeding against this Company was an application to the Queen's Bench for a rule *nisi* for a mandamus; this Company did not even (as is almost invariably done) apply to have the rule enlarged so as to obtain time for their defence, although such application would have been granted as a matter of course, and would have had the effect of deferring the result till now; but they at once filed affidavits in answer to the application; and the case consequently came before the court on the 21st of January last, and was decided in their favour. This decision, which Mr. Baxendale speaks of as technical, was in effect that they had not refused anything which his firm were entitled to at their hands: to this Company their objection had appeared not a technical but a substantial one, really and directly affecting the merits of the question; they infer too, notwithstanding Mr. Baxendale's present description of it, that his firm have been likewise so advised; since, although they immediately upon the decision just mentioned, took the usual and preliminary step for application for a fresh mandamus, and although this Company immediately replied to it, and did so purposely in time to admit of Messrs. Pickford & Company going to the court again in last term, (as they might have done if they had pleased) yet they have not renewed their application either last term or this.

But besides the foregoing proceedings, Messrs. Pickford & Company had also on the 18th December commenced an action against this Company, laying their damages at 10,000 *l.*: on the very day we received the writ, we gave our agents instructions to appear to it. Messrs. Pickford & Company might have proceeded in their action on the 27th of December, but did not until the 25th of January; this Company were bound to take their next step within eight days afterwards, but in the meantime, namely, on the 30th, Messrs. Pickford & Company (seeking to avail themselves of a purely technical rule, but which was not applicable to the case) signed judgment against this Company, which judgment was set aside for irregularity on the 4th of February, Messrs. Pickford & Company being ordered to pay the costs which they had thus improperly put this Company to, as well as their own.

In the meantime this Company had, in ordinary course, applied for the particulars of Messrs. Pickford & Company's demands against them in the action; and the Judge (on the 4th of February) ordered that such particulars should be furnished; instead, however, of obeying this order, and then proceeding with their action, Messrs. Pickford & Company, on the 8th, discontinued it altogether.

On the 22d they commenced a fresh action against this Company, to which an appearance was entered on the 2d of March, being the day such appearance was due: Messrs. Pickford & Company might have proceeded at once, but did not till the 5th, and then not for the same causes of action as before, and alleging only 1,000 *l.* damages instead of 10,000 *l.* as in the former action: this Company applied immediately for the particulars of the plaintiffs' demand in this action, which the Judge at once gave an order for, but which particulars have not yet been delivered; this Company at the same time applied to change the venue from Surrey (where the plaintiffs had improperly laid it) to Lancashire or Warwickshire, or London (offering to try it at the Lancashire assizes just ended), and the Judge immediately ordered the change to London. This Company then instructed their counsel

No. 2.
Letter from
J. Swift, Esq.
to Lord Seymour.

for the necessary further proceedings on their part, when they were advised (by two separate gentlemen of the bar) that the plaintiffs' declaration was unreasonable and insufficient for the proper raising of the real questions in the case, and accordingly a demurrer was filed, and is now pending; this Company having agreed and being prepared to try the action in the present term if the plaintiffs enable them to do so by proceeding in the ordinary manner for that purpose.

These facts and dates the directors trust will be admitted, first, incontrovertibly to rebut Mr. Baxendale's insinuations that they have in any way delayed or attempted to delay the decision of his firm's legal proceedings; next, to show clearly that if his firm had prosecuted those proceedings as parties do who really want to bring them to an end, they would ere this have been actually ended; and, lastly, that it never has depended, and in no way now depends upon this Company, but wholly upon Messrs. Pickford & Company, when the question which they have raised shall be decided.

I have, &c.

(signed) *J. Swift.*

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3. *Suggestions and Power of the Board of Trade in respect to Accidents:*

With respect to accidents, every suggestion offered by witness to companies has been adopted by them, *Sir F. Smith* 133–135——Witness's suggestions would always be agreed to without enforcing them by law, but such power of enforcement should exist, *Sir F. Smith* 136–140——Unless all kinds of accidents could be specified, the powers of the Board of Trade could not be exactly defined, *Sir F. Smith* 20, 21——In case of accidents arising from the non-observance of regulations preferred by the Board of Trade, a jury would give heavy damages against a company, *Sir F. Smith* 141–144——If a discretionary power were given to any department of Government, in case of any future accident the railway company would throw all the blame on that department, *Brunel* 680–687——The public would blame the Board of Trade instead of the directors in cases of accident, *Saunders* 1990.——*See* also *Discretionary Power of the Board of Trade.*

Arbitration. The companies' own interest will be better than a Board of arbitration to decide upon matters of dispute between two companies, *Chapman* 1131–1136——Practical difficulties of a most serious nature may arise where railways are dependent on each other's arrangements, *Baxendale* 1800–1803——These difficulties, when beyond the reach of private negotiation, are insurmountable, except by the law; arrangement by arbitration suggested, *Baxendale* 1804–1806. 1812, 1813——A tribunal of arbitration selected by the Board of Trade, but not composed of its members, would be the best form of interference, *Baxendale* 1826–1831——A tribunal to which two companies might appeal would be desirable, *Saunders* 2004——A controlling authority would not be able to adjust misunderstandings between the directors of different lines, *Saunders* 2008——If two companies nominated each an arbitrator, and they could not agree, the Board of Trade would be a fit authority for appointing an umpire to decide between them, *Saunders* 2009–2017——This might be done in cases affecting the safety of the public, but not in questions of price and money, *Saunders* 2018——Great objection to a power of arbitration between companies being vested in the Board of Trade, *Sir F.* 2148–2151——

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Smith 2148–2151——It would be better for the Board of Trade to name an arbitrator at the request of two companies than to force one upon an unwilling party, *Sir F. Smith* 2152–2155.

See also *Board of Trade. Discretionary Power of the Board of Trade. Supervision of Railways.*

B.

Ballast Trains. No ballast train should be left on the line within half an hour of the time at which a train is due, *Booth* 328–331——Strict rules are necessary for the removal of ballast waggons before the train is due, *Baxendale* 1711, 1712.

Baxendale, Joseph. (Analysis of his Evidence).—Deputy-chairman of the South Eastern Railway, formerly superintendent of the London and Birmingham, 1682–1686——Regularity and punctuality are essential to safety; time-tables should be used in the working of trains, 1691–1693——Means used to preserve regularity on the London and Birmingham Railway, 1693——The speed regulated by the Board, 1694——Circumstances which render it difficult to regulate speed, 1696, 1697——Alteration of system, made by the Post-office to secure punctuality on the Birmingham Railway, 1698——No discretionary power as to time was allowed to persons directing the advance of the trains, 1699–1702——The difficulty of accommodating the branch railways connected with the great railways is extremely great, and requires a general controlling power, 1703–1705. 1708, 1709——Strict rules are necessary for the removal of ballast waggons before the train is due, 1711, 1712——Suggestions respecting the best places for stationing policemen along the line, 1713, 1714——Further remarks on the controlling power of the Board, 1719–1722.

Railway companies should be put under such restriction as to secure to the public the benefit originally intended by Parliament, 1731–1735. 1737–1739——Discussion of the question whether the charges should be regulated by the companies or the Government, 1744–1748—— Questions on which the Grand Junction Company and Pickford & Co. are at issue, 1749——Further remarks respecting the nature and extent of control to which railway companies should be subjected by the Board of Trade, 1763–1778. 1781, 1782. 1796——Remarks on the disputed question about small parcels, 1784–1792. 1795——It was not originally intended that locomotive engines should be all under one power as they now are, 1794——Practical difficulties of a most serious nature may arise when railways are dependent on each other's arrangements, 1800–1803——These difficulties, when beyond the reach of private negociation, are insurmountable, except by the law; arrangement by arbitration suggested, 1804–1806. 1812, 1813.

Vexatious restraints and loss of time to which second-class passengers are subjected by the regulations of the Grand Junction Company, 1813–1815——The difficulties and perplexities which arise when railway companies are brought into collision is so great in respect to money terms, times and modes of connecting the trains, that the exercise of a discretionary power over their arrangements is indispensable, 1819–1825——A tribunal of arbitration selected by the Board of Trade, but not composed of its members, would be the best form of interference, 1826–1831.

Baxendale, Joseph. Letter from Mr. J. Swift to Lord Seymour, complaining of the evidence given by Mr. Joseph Baxendale before the Select Committee on the Bill now before Parliament for the better regulation of railways, *App. p.* 185.

Birmingham Railway Conference. Resolutions of the railway conference at Birmingham, 19th January 1841, *Ev. p.* 70——The railway conference held at Birmingham 19th January 1841, was the result simply of excitement produced by newspaper articles, *Brunel* 796–809——At the meeting at Birmingham the resolution to circulate generally the regulations of the Manchester and Liverpool Railway Company was adopted without any discussion of the regulations themselves, *Brunel* 810–823——A second meeting was held at Birmingham; object of it, *Brunel* 877–888——Several of the companies who attended the conference at Birmingham have sent special deputations to oppose the Bill altogether, *Brunel* 905–908——The Brighton and Greenwich lines were represented at the railway conference at Birmingham; witness concurred in the recommendations then made, *Entwisle* 1175, 1176.

The resolutions passed implied that there were some regulations which it would be desirable should be adopted as a general rule upon all railways, *Chapman* 992–1001——One of the resolutions then come to contemplated an uniform system of regulations with regard to signals as applicable to all railways, *Entwisle* 1176–1179——There would be great danger in there being somewhere a power of enforcing the adoption of some general system of regulations contemplated by the railway conference, *Entwisle* 1180–1184——The resolutions of the Birmingham conference required no answers from the different companies, *Saunders* 2135.

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Resolutions, &c. passed at a numerous meeting of railway directors held at Birmingham 19th January 1841, *App. p.* 181——Rules and regulations proposed to be observed by enginemen, guards, policemen, and others on all railways submitted to the consideration of railway managements, *App. p.* 182.

Birmingham and London Railway. The accident on this line happened from the train being stopped in such a situation as to cross the main line, so that the Midland train was cut in two by the Birmingham train coming up, *Sir F. Smith* 81——All irregularities in keeping time, arising from defects in the engines, are notified to the locomotive department, *Stephenson* 1556——Rules observed by trains following or passing each other, *Bury* 1607–1627——Complaints respecting the uncertainty of the arrival of the trains; cause of this uncertainty, and difficulty of overcoming it, *Bury* 1668–1673——Means used to preserve regularity, *Baxendale* 1693.

BOARD OF TRADE:

1. *General Powers that should be confided to the Board of Trade.*
2. *Duties and Expenses of the Railway Department.*

1. *General Powers that should be confided to the Board of Trade:*

Points upon which the Board of Trade should have power to issue regulations; the proper maintenance of the way, upholding the fences, safe construction of the carriages and engines; the use of breaks and buffer springs, *Sir F. Smith* 6, 7——The powers possessed by the railway department of the Board of Trade are at present small, and are not brought into operation, *Brunel* 693——Evidence as to the Board of Trade, or any officers that they can appoint, acquiring the necessary information to make regulations that would apply to all railways, *Brunel* 772–795——The officers of the Board of Trade are not sufficiently acquainted with railway management to be able correctly to form an opinion as to what regulations should be made, *Chapman* 1005, 1006——The advice of the Board of Trade would be very conducive to the security of the public in railway travelling, *Bury* 1637–1639——Nature and extent of control to which railway companies should be subjected by the Board of Trade, *Baxendale* 1763–1778. 1781, 1782. 1796——Whether, except for the prevention of accidents, it would be expedient to subject the directors and managers of railroads to the interference of the Board of Trade, *Lawes* 1922–1930——The Board of Trade already have the power of making suggestions, to which the companies have on all occasions attended, *Saunders* 1991——The officers of the Board of Trade will have more influence with their present powers than with the authority proposed to be conferred, *Saunders* 2110, 2111——Wide distinction between a department deciding points involving public safety and affecting private interests; the former might be vested in the Board of Trade, but not the latter, *Sir F. Smith* 2157, 2158.

2. *Duties and Expenses of the Railway Department:*

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See also *Accidents. Carrying Department. Discretionary Power of the Board of Trade. Policemen. Prosecutions. Regulations. Safety of the Public. Supervision of Railways. Uniformity of Regulations.*

Booth, Henry, (Analysis of his Evidence.)—Treasurer and general manager of the Liverpool and Manchester Railway; his attention has been called to the eleventh clause of the Bill before Parliament, giving discretionary powers to the Board of Trade, applicable to all railways, 165, 166——The railway companies contend, and will able to show, that no central authority is competent, in the present state of knowledge as to railways, to take upon itself the issuing of regulations as to so important a matter as that which affects the general traffic of the kingdom, and the safety of the passengers; companies which have expressed that opinion, 167–183. 247. 286, 287—— Distinction between the clause prepared by some of the railway companies for giving powers to the Board of Trade, and the clause in the Bill before Parliament, 184–187——Points as to which a discretionary power is to be conferred, according to the clause proposed by the companies, 188, 189——If specific regulations as to buffer springs, or other means of preventing collisions, and as to the examination of passengers' carriages before each journey, are put into the Bill, the companies will know what is intended, 190–192——It is important that the Board of Trade should possess a power as to upholding fences, 193. 198–200——It is not necessary they should have power as to the sufficient maintenance of the permanent way, or the sufficient construction of the carriages, 194, 195.

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Booth, Henry. (Analysis of his Evidence)—*continued.*

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The 12th clause, respecting penalties in cases of railroad companies disobeying the orders of the Committee of the Privy Council, is giving to the jury a power and province they are not very competent to fulfil, 288–291——If there were an accumulation of trains at Parkside, the traffic could not be carried on, 297–302——On a well regulated railway, fast extra trains are not dangerous, 303–305——Manner of giving signals on the Liverpool and Manchester Railway, 306——The limit of 15 minutes is objectionable, 307–310——It is not possible practically to prescribe any certain interval between the passage of trains at every station, 314–327——No ballast train should be left on the line within half an hour of the time a train is due, 328–331——A time-table is not necessary on the Liverpool and Manchester Railway, 333–337——A speed of 40 miles an hour cannot to be exceeded with safety to the public; that would be too much on some lines, 338–340. 357-368——Not much increase of traffic is to be expected on the Liverpool and Manchester Railway, 341, 342.

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If railway companies were compelled to have buffer springs to third-class carriages, they would be entitled to a higher fare, 428, 429——Suggestion as to the number of breaks requisite to a train, 430–438——Suggestions as to the regulations with regard to the establishment, 439–441——Precautions taken at the Liverpool terminus with respect to buffers, 442–464——It would be an advantage if all railways adopted, as nearly as circumstances will permit, an uniform system with regard to signals, 465–474. 477——A month's notice would go a great way to obviate the chance of inexpedient interference, or any improper regulations being enforced by the Board of Trade on any company as to time, 475, 476——Further observations on the subject of the 11th clause, 478–480——

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478–480——No train should be propelled by an engine in the rear, 481–488——The difficulty would in a great measure be removed by the Board of Trade laying down general rules on which railways should be conducted, leaving a latitude to the directors, under special circumstances, to depart from the rule, on stating the circumstances to the Board, 489, 490.

Branch Railways. The difficulty of accommodating the branch railways connected with the great railway is extremely great, and requires a general controlling power, *Baxendale* 1703–1705. 1708, 1709. 1719–1722——Arrangements made between the Great Western and the Bristol and Exeter and Swindon and Cheltenham lines, for working the branches, *Saunders* 2021–2034——The management of the traffic from the branches upon a main line is left entirely to the directors of the latter, and their responsibility ought not to be interfered with, *Saunders* 2088–2090——The main line would never limit the quantity of traffic from a branch, but might distribute it according to the most convenient times, *Saunders* 2091–2094——The main line would not have power to charge higher tolls to branch railway carriages in order to bring the company to terms, *Saunders* 2095–2100——A main line can prevent the engines and carriages of a branch coming on unless properly constructed, *Saunders* 2114–2121.

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Breaks:

1. *Necessity of Breaks upon Carriages; Opinions as to the Number required.*
2. *Breaks upon Engines.*
3. *Self-acting Breaks.*
4. *Use of Breaks on particular Lines.*

1. *Necessity of Breaks upon Carriages; Opinions as to the Number required:*

The universal opinion is, that they are necessary upon all lines, and yet it is not an unusual thing to dispatch trains without any break whatsoever, and there are instances of fatal results, *Sir F. Smith* 7——Suggestion as to the number of breaks requisite to a train, *Booth* 430–438——In adopting any regulation with regard to breaks, it must be framed with reference to the nature of the inclined planes of the lines to which the regulation is intended to apply, *Sir F. Smith* 7——The quantity of breaks required, if not self-acting, would depend upon the gradients and other circumstances on each line, *Stephenson* 1355–1362——Examination as to the efficacy of breaks on carriages, *Brunel* 735–742——The adoption of a more general system of breaks should be enforced, *Stephenson* 1416——It is not possible to dispense with the use of breaks, *Stephenson* 1521–1525——Breaks on the passenger carriages are absolutely necessary, and there should be a certain number to each train, *Bury* 1548–1551——There should be breaks upon all the carriages, as it is not known how they may be divided, *Stephenson* 1336, 1337——If the coupling chains broke on going up an inclined plane, the carriages without breaks would be liable to run down, *Stephenson* 1339——By applying breaks to each carriage there is less wear and tear, as the wheels are not stopped, but only checked throughout the train, *Stephenson* 1343–1347——There would be no hardship in compelling railways that carry passengers to have breaks, *Stephenson* 1348–1350.

2. *Breaks upon Engines:*

Upon the whole, breaks upon carriages are an element of safety, provided there be not too many; there would be some additional safety under some circumstances in having breaks upon the engines, *Chapman* 1158–1161——It is not enough to have breaks to the engine, the momentum of the carriages must also be stopped, *Stephenson* 1338——Practical remarks on breaks; they are productive of safety when attached to carriages, not so when applied to engines, *Lawes* 1935–1943.

3. *Self-acting Breaks:*

Breaks are the most important means of safety; principle of self-acting breaks explained, *Stephenson* 1320–1322——Self-acting breaks have not been much used; lines on which they have been tried, *Stephenson* 1323–1335——Companies, as soon as they know the advantage of self-acting breaks, will readily adopt them without any law, *Stephenson* 1351–1354——If the self-acting breaks were to be out of order, and not to act, it would only be the same as if they were not there, *Stephenson* 1369–1374——Should a train be at rest, and another come up and run against it, the breaksman can relieve them both merely by turning a handle, *Stephenson* 1375–1377.

The contrivance by which one man can manage a number of breaks is merely a connecting lever running along the coaches, *Stephenson* 1380, 1381——The self-acting breaks might be applied to carriages not previously constructed for them, at an expense of from 5*l.* to 10*l.* each, *Stephenson* 1385——The self-acting break cannot come into operation till the engine itself is beginning to stop, nor can it be wanted in any other case, *Stephenson* 1389–1394——The self-acting break would not act on ascending an incline, *Stephenson* 1395——Accidents usually occur so suddenly that it is done before a man gets his break on, *Stephenson* 1401–1404——Witness cannot yet form a decided opinion on the merits of self-acting breaks, *Lawes* 1948, 1949.

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BREAKS—continued.

4. *Use of Breaks upon particular Lines:*

The Birmingham Railway Company prohibit carriages belonging to other companies from coming upon their line, excepting a certain proportion of them have breaks, *Sir F. Smith* 7——The accident on the Eastern Counties Railway might have been prevented had there been self-acting breaks, *Stephenson* 1363–1368——Had the self-acting breaks been applied to the carriages of the Eastern Counties Railway, many of them would have been stopped before they came up to the engine, and further calamity prevented, *Stephenson* 1386–1388——The Northern and Eastern Railway is nearly level, but the company are having breaks put to all their carriages, *Stephenson* 1340–1342——The accident which occurred on the North Midland Line would have been partially prevented had there been breaks on the carriages, *Stephenson* 1396–1401.

Brunel, Isambard Kingdom. (Analysis of his Evidence).—Engineer to the Great Western and some other railways in the west of England, 560——Has had his attention called to the eleventh clause of the present Bill, 561——It would not, generally speaking, be advantageous to give any central authority the power of enforcing any regulations upon railway companies, 562–565——Explanation why, if a power had existed in some central Board to make regulations, and if those regulations had been in force at the time, the accidents which occurred some months ago would not have been prevented, 566, 567——Suggestions of Colonel Thompson with respect to speed on railways; intervals between the starting of trains; staking of sleepers, 566–570——These suggestions are not included in those which have been made to the Board of Trade by the officers of the railway department, 571——Suggestions recommended by Sir Frederick Smith, 571, 572——The regulations on the Great Western Railway with respect to the time-tables are very strict, but not more so than on the London and Birmingham, and many others, 573–582.

Improvements in the regulations of different railways will be stopped at once if any particular system of regulation is ordered to be adopted by all, 583——Regulation adopted on the Great Western Railway to prevent two trains on different rails from ever crossing at a station, 584–589——Any increase in the number of signals at all beyond what is absolutely necessary is very mischievous, as it complicates the system, 589——It requires a local knowledge of the peculiarities of a station to determine whether the regulation is a good one for it or not, 590–592——Average number of policemen per mile on the Great Western Railway, 593–597——It would be impossible for any person, not having practical experience of the daily working of the line, to determine what number of policemen should be on a certain mile of road, 598——Nothing on the part of any central Board can approach the feeling of interest that the companies feel in providing for the public safety, 599——A great deal of mischief has been done to the companies by the great attention which has been drawn to their accidents by the newspapers, 599——Having a public officer to communicate improvements made on one line of railway to the managers of another railway would be the course that would prevent improvement, 600–602.

Improvements in the different kinds of wheels used on the Great Western Railway; the evils of having the guard rail narrow have been found more injurious than having the guard rail wide, 603–609——Leaving an interval between the wheel and the guard rail, tends to prevent the engine being thrown off the line, 610–614——Upon some railways it is better to incur the blows than to have the guard rail wider, 615–618——No efficient superintendence can be exercised by any officer appointed by a public Board, 619–623——To what extent buffer springs ought to be adopted on various railways, 624–628——In considering the question of safety, it must be regarded as a question of cost also, 629–632——It will be more dangerous for the Government officers to superintend railways in connexion with railway companies, than to do it alone, 633–635.

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Brunel, Isambard Kingdom. (Analysis of his Evidence)—*continued.*

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[Second Examination].—Further evidence as to the impossibility of the Board of Trade or any officers that they can appoint acquiring the necessary information to make regulations which would apply to all railways, 772–795——Railway conference at Birmingham, 19th January 1841, *Ev. p.* 70——The meeting was the result simply of excitement produced by newspaper articles, 796–809——The resolution to circulate generally the regulations of the Manchester and Liverpool Railway Company was adopted without any discussion of the regulations themselves, 810–823——It is most likely all the companies receiving those regulations looked at them to see if their own could be improved by them, 824–829——Reasons why the Great Western Railway has not adopted any of those regulations, 830–836——Principle on the Great Western Railway about a fast train going by another train, 837–841——Considering the circumstances of the Liverpool and Manchester Railway, the regulations upon it are as good as possible, 842–851——No theoretical system is likely to be right, and it is very likely to be wrong, 852——Uniformity of opinion would be more difficult to establish amongst the engineers of different railways than amongst the directors, 853–865——Inutility of an impartial authority attempting to elicit from each individual that part of his system which is most likely to conduce to the public safety, 866–868.

The railway companies, if left to themselves, will continue to select from all they see going on that which is the best, 869, 870——The attempt to generalize, may improve some one, but it will make nine out of ten bad, 871——The Grand Junction Company point out the enforcement of a few regulations as the best means of preventing the recurrence of accidents, 872, 873——Each company should enforce them for themselves, and not anybody enforce them upon all the companies, 874, 875——The Grand Junction Company did not attend the meeting at Birmingham, 876——A second meeting was held at Birmingham; object of it, 877–888.

The clause drawn up on the part of the railways, as a substitute for the 11th clause in the Bill now before Parliament, was a concession to what they considered to be the sense of the public and the Legislature upon that point, 889–892——Witness objects to giving any discretionary power at all, 893, 894——At the end of six months the Board of Trade would get into such a mess, that they would be obliged to give it up, 895–904——Several of the companies who attended the conference, have sent special deputations to oppose the Bill altogether, 905–908——If the three gentlemen who were deputed by the railway companies, had tendered that clause in lieu of the 11th clause, the parties who delegated them would have been bound by that Act, 909–915——Suggestions have been made to one or two companies, which have been adopted, 916–917——Causes of the accidents referred to in the reports, 918——The accident at Taylor's Junction, on the York and North Midland Railway, would have been less likely to have happened, if the system of signals adopted on the Great Western, had been used there, 918, 919——Points in the 11th clause of the Bill upon which considerable objections exist, 920–922——There is no reason to believe that the Board of Trade, when they have full power to enforce anything, will listen to the companies' objections, 923–926.

Should the Bill pass, it would be promptly and instantly obeyed by most of the companies, 927–930——If this power were given to the Board of Trade, they would not

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Brunel, Isambard Kingdom. (Analysis of his Evidence)—*continued.*

in the case of accidents be so anxious to sift out and trace the fault to the right man as they now are; especially if they were liable to a penalty, 931-939——Regulation as to the examination of wheels of carriages, the tires, &c., 940–960. 967-971——If an accident happened from want of examination of the carriages, the person who ought to have given attention to that point would be fined or turned away, 961–963. 965, 966——Any railway company under the pressure of financial difficulties, would not, for their own interests, reduce the number of their policemen sufficiently to be dangerous to the public safety, 972–975——The companies are not disposed to stint their expenditure in anything connected with the safety of the line, 976–982.

Brunel, Mr. Letter from Mr. Brunel to Lord Seymour respecting the erroneous impression created by that part of his evidence relating to the examination of carriages, *Ev. p.* 87, 88——Papers referred to in the answer to question 796, in the evidence of Mr. Brunel, delivered in by Mr. Saunders, *App. p.* 181.

Buffer Springs. The officers of the Board of Trade conceive that they will fulfil their duty in recommending the general use of buffer springs to all passenger carriages, *Sir F. Smith* 7——Buffer springs are always used in the first-class carriages but not in the second and third class, *Sir F. Smith* 9–11——The Board of Trade should have power to enforce the use of buffer springs, but the description should be left to the companies, *Sir F. Smith* 12, 13——Fifty new plans have been brought before witness (Inspector-general of Railways) most of them unsatisfactory, *Sir F. Smith* 14–16——Where goods are mixed up with passenger trains, buffer springs should be used, *Sir F. Smith* 34–38.

There is no objection to the regulation that every description of passengers' carriage shall be provided with buffer springs; there is less liability to accident in carriages having them, *Booth* 399–427——If railway companies were compelled to have buffer springs to third-class carriages, they would be entitled to a higher fare, *Booth* 428, 429——To what extent buffer springs ought to be adopted on various railways, *Brunel* 626–628——Carriages with buffer springs are in some measure safer than those without, *Chapman,* 1149–1157——The London and Birmingham Railway Company are fixing buffer springs to their horse boxes and carriage trucks, *Bury* 1557——Buffer springs should be attached to all carriages, *Bury* 1598–1603.

A goods carriage placed before and after a train contributes more to safety than buffers, *Lawes* 1950–1954——Description of elm buffer applied instead of buffer springs to goods carriages, *Lawes* 1961–1963.

Bury, Edward. (Analysis of his Evidence).—Has charge of the locomotive power and machinery on the Birmingham line, 1547——Breaks on the passenger carriages are absolutely necessary, and there should be a certain number to each train, 1548–1551——Time-tables are one of the most important elements of safety, 1552——Fifteen minutes is little enough interval between passenger trains, 1553——There are two records kept of the time of arrival at stations, one by the police and another by the guards, 1554——There are three returns made on the London and Birmingham respecting the time of arrival, 1555——All irregularities arising from defects in the engines are notified to the locomotive department, 1556——The London and Birmingham Railway Company are fixing buffer springs to their horse boxes and carriage trucks, 1557——A uniform system of signals is very desirable upon all railways, 1558, 1559.

Opinion of the conference at Birmingham on the uniform system of signals, 1561——Further discussion of the question, whether discretionary power of control over railway companies should be given to the Board of Trade, 1564–1584. 1593, 1594——Engines of various power are attached to a train, according to the weight of the traffic, 1589–1591——There are peculiar circumstances in which an engine must be applied behind a train, 1592, 1593——Whether the application of six wheels would be an expensive operation, 1595–1597——Buffers should be attached to all carriages, 1598–1603——Remarks upon the disposition of luggage trucks, 1604–1606——Rules observed by trains passing or following each other, 1607–1627——Rules for the examination of the carriages on their passage, 1628–1633. 1716–1718——The advice of the Board of Trade would be very conducive to the security of the public in railway travelling, 1637–1639.

Trains worked by the Post-office regulations are more regular than others, 1639——The companies are the best parties to determine what times will suit the neighbourhood of a station, but it should rest with the Board of Trade to see that they are properly kept, 1643–1647——Circumstances by which irregularities in the times are occasioned, 1649–1657——The mail trains stop at fewer stations than others, 1658——No train should be allowed to overrun its time, whether it stops at three stations or at twenty, 1661–1664——If a train arrives at a station before the time, that train has to wait there, 1665, 1666——Complaints respecting the uncertainty of the arrival of the trains on the London and Birmingham line; causes of this uncertainty, and difficulty of overcoming them, 1668–1673——General observations respecting these irregularities, 1674–1678.

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C.

Carriages. The safe construction and soundness of the carriages is a matter of much importance to the public and to the railway companies, *Sir F. Smith* 7——The carriages should be subjected to an examination by a mechanic before each journey; it is considered necessary in stage coaches, and it is equally necessary in railway carriages; this precaution will become the more important as the stock becomes worn from age, *Sir F. Smith* 7——Rules of the London and Birmingham Company for the examination of carriages on their passage, *Bury* 1628–1633. 1716–1718——Regulations as to the examination of the wheels and tires on the Great Western, *Brunel* 940–971, *Letter, Ev. p.* 87——Thorough examination that takes place of every railway carriage on that line on its arrival at the Paddington station, *Saunders* 2127–2135——The Eastern Counties Railway inspect their carriages every journey; this is the practice of all railway companies, *Saunders* 2135——Practice on the North Union Line, *Chapman* 1169–1179.

Carrying Department. Injustice of compelling one railway to adopt the arrangements of another, as in the carrying department of the London and Birmingham and Grand Junction lines, *Saunders* 2019, 2020.

Chapman, James. (Analysis of his Evidence.)—Connected with the North Union Railway, 983——Terminus of the North Union; length of it, 984-987——Witness has had his attention called to the 11th clause of the Bill now before Parliament, 988——The North Union Company consider the clause as very injurious to their interest; it will divide the responsibility between railway Boards and the Board of Trade, and not produce any increase of confidence on the part of the public, 989——The 15 minutes' interval mentioned in that clause is discretional; difficulty of making time the measure of the interval unless the speed of all the trains was uniformly alike, as on the Blackwall Railway, 990. 1029——It would be impossible for the Board of Trade, advantageously to issue any general regulations applicable to all railways, 991. 1002–1004——The resolutions passed at a general railway conference, held at Birmingham in January last, implied that there were some regulations which it would be desirable should be adopted as a general rule upon all railways, 992–1001.

The officers of the Board of Trade are not sufficiently acquainted with railway management to be able correctly to form an opinion as to what regulations should be made, 1005, 1006——Each particular railway requires a particular set of rules, 1007——A uniform system of signals on all railways would be desirable, 1008–1020——Arrangements on the North Union line respecting one train succeeding another, 1027–1046——Ten minutes is a perfectly safe interval to elapse between one train succeeding another, supposing both trains to go at the same speed, 1047–1049——Grounds upon which the practice, upon the Liverpool and Manchester Railway, of the fast trains coming after the slow ones, and sometimes passing them, is perfectly consistent with safety, 1050–1055——The rule, that the proper time of arrival at stations should be adhered to strictly, does exist throughout all lines, 1056–1068——Witness would not object to a general rule laid down with respect to keeping a register of the arrival and departure of the trains at the stations, except it was accompanied by a penalty, 1069–1072.

It would expose the officers of the railway companies to a great deal of vexation and loss of time in the management of their business, if upon every delay they were bound to show that they were not culpable, 1075–1078——Trouble and expense that railway companies would be put to if they were required to transmit periodically to the Board of Trade accounts of the manner in which the time-tables were observed by the trains; illustrated in the case of the North Union, 1079–1101——It is desirable there should be a certain interval of ten minutes between the starting of each train and its successor, 1102–1105——Precautions taken on the North Union line for getting impediments, such as workmen, &c. out of the way, in the case of special trains, 1106–1112——Arrangements made by the North Union Railway Company with regard to those railroads with which it is united, 1113–1121——However they might quarrel among themselves, the public is not likely to be inconvenienced, 1122–1130. 1137–1141.

The companies' own interest will be better than a Board of arbitration being in existence as to matters of this sort, 1131–1136——All the companies would consider the convenience of the public to so great an extent, irrespectively of their own individual advantage, as to render anything like a supervising authority upon this subject unnecessary, 1142–1148——Carriages with buffer springs are in some measure safer than those without, 1149–1157——Upon the whole, breaks upon carriages are an element of safety, provided there be not too many; there would be some additional safety under some circumstances in having breaks upon the engines, 1158–1161——State of the North Union line with respect to gradients and curves, 1167, 1168——Opinion with regard to the application of six wheels to engines and carriages, 1167, 1168——Habit on the North Union Railway as to the examination of carriages previously to their being used, 1169–1179.

Charges of Railway Companies. Discussion of the question whether the charges should be regulated by the companies or by the Government, *Baxendale* 1744–1748.

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Committee on Railways (1839). Opinion expressed by the Committee on Railways in their Second Report (1832), p. xiv., "That some superintending body will be required to protect the weak against the strong, and counteract the evils incident to monopoly," *Laing* 1275.

Connecting Lever. Had the action of the connecting lever been fully understood, the Manchester and Liverpool Railway would not have discontinued its application, *Stephenson* 1383——Action of it explained, *Stephenson* 1405.
See also *Breaks.*

Courts of Law. Railway companies disagreeing as to an Act of Parliament, should have their remedy in the ordinary course of law, *Saunders* 2102, 2103.

Crossing of Highways. Importance of precautions in crossing highways or railways on a level, *Sir F. Smith* 156.

Croydon Railway. There has never been any accident at the junction with the Greenwich, and about 70,000 trains have passed over that point since the Croydon Railway was opened, *Entwisle* 1218.

D.

Delays. It would expose the officers of the railway companies to a great deal of vexation and loss of time, if upon every delay they were bound to show that they were not culpable, *Chapman* 1075–1078.——*See* also *Time Tables.*

Departure of Trains. The Board of Trade should have the power of interfering with the times of departure of the trains, to prevent unfair competition, *Stephenson* 1417, 1418.
See also *Intervals between Trains.*

Directors of Railways. The management of railways is in the hands of eminent commercial men, and gentlemen of property interested in railway communication, and any interference with them would be injurious, *Saunders* 1996——Railway directors, who are the best class of persons to manage a railway, would be put into an inferior position, and their time would be taken up in drawing up memorials to the Board of Trade, *Saunders* 2125, 2126——The Board of Trade have been met by all the railway directors with the best possible feelings, *Sir F. Smith* 65, 66.

Discretionary Power of the Board of Trade. It would be impossible to define the extent to which Government interference should be limited, *Sir F. Smith* 4——In the present state of railway knowledge, with accidents constantly arising from different causes, the power of the railway department could not be minutely defined; a discretion is required to be vested in responsible officers, *Sir F. Smith* 5, 6. 128, 129——It is unnecessary to specify particular points upon which the Board are to exercise a control, *Sir F. Smith* 17–19——The limitations of their power were introduced into the Bill to meet the views of the different railway companies, *Sir F. Smith* 60——If the Board should exceed their powers, they would not be able to enforce their regulations, *Sir F. Smith* 61–63——The powers of the Board of Trade should not be subject to any limitation, and their regulations should be laid before Parliament, and only apply for six months, *Sir F. Smith* 2140–2144——Discussion respecting the nature and extent of the control to which railway companies should be subjected by the Board of Trade, *Stephenson* 1501–1513. 1518. 1538–1542; *Bury* 1564–1584. 1593, 1594.

The difficulties and perplexities which arise when railway companies are brought into collision is so great in respect to money terms, times, and modes of connecting the the trains, that the exercise of a discretionary power over their arrangements is indispensable, *Baxendale* 1817–1825——Points as to which a discretionary power is to be conferred according to the clause proposed by the companies, *Booth* 188, 189——Under the Bill all powers to be given to the Board of Trade are permissive only and not obligatory, *Booth* 202——The points upon which the Board of Trade should have a discretionary power should be named, *Booth* 347–353. 356.——The Board of Trade, having discretionary powers, might feel themselves compelled to use them injuriously to companies, *Swift* 502, 503. 545–548.

It would not, generally speaking, be advantageous to give any central authority the power of enforcing any regulation upon railway companies, *Brunel* 562–565——The Board of Trade would not intentionally enforce anything that would be vexatious, but they are not and cannot be judges of what is and what will be useful to railways, *Brunel* 705——Witness objects to giving any discretionary power at all, *Brunel* 893, 894——At the end of six months the Board of Trade would get into such a mess that they would be obliged to give up any discretionary power, *Brunel* 895–904——General objections with respect to the discretionary power, *Entwisle* 1190–1195——The evidence given strengthens witness's opinion as to the impossibility of defining the powers of the Board of Trade, *Sir F. Smith* 2136–2139.
See also *Arbitration. Board of Trade. Carrying Department. Eleventh Clause. Regulations.*

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E.

Eleventh Clause. The 11th clause of the Bill before Parliament is not injurious to the railway proprietary, but is calculated to give confidence to the public, *Sir F. Smith* 3 —— Observations on the 11th clause, *Booth* 478–480——Difference between the clause prepared by some of the railway companies for giving power to the Board of Trade and the clause in the Bill before Parliament, *Booth* 184–187——The clause drawn up on the part of the railways as a substitute for the 11th clause in the Bill now before Parliament was a concession to what they considered to be the sense of the public and the Legislature upon that point, *Brunel* 889–892——The 11th clause of the Bill is in every respect objectionable, and would not tend to the public safety, *Saunders* 1984, 1985.

See also *Discretionary Power.*

Engine Drivers. The engine should be left to the charge of the engine man and stoker; there is no need of addition to them, *Sir F. Smith* 119——The conductors of engines would be much fettered in the exercise of a proper discretion, if they felt they were responsible to the Board of Trade *Brunel* 753——Reasons why the engine driver who can neither read nor write, is preferable to one who can, *Brunel* 762——Duty of, and qualification for, an engine man, *Brunel* 763–770——Mode of surveillance and discipline, by which engine drivers are kept obedient to orders respecting speed and time, *Lawes* 1866, 1867.

Engineers. The engineer of a company should be locally and practically acquainted with the circumstances of the railroad over which he presides, *Stephenson* 1432, 1433.

Engines. Opinions are much divided as to the superiority and relative safety of six-wheeled and four-wheeled engines, *Sir F. Smith* 7——Whether the application of six wheels would be an expensive operation, *Bury* 1595–1597——No train should be propelled by an engine in the rear, *Booth* 481–488——There are peculiar circumstances in which an engine must be applied behind a train, *Bury* 1592, 1593——Engines of various power are attached to a train, according to the weight of the traffic, *Bury* 1589–1591——Whether the assistant engine should not always be placed in front of a train, *Lawes* 1914–1916.

Engine Whistle. Regulations proposed at the Birmingham conference as to the engine whistle, *App. p.* 184.

Entwisle, John. (Analysis of his Evidence).—Director of the Brighton and of the Greenwich Railways, 1180–1182——Feelings as regards those railways, with respect to the discretionary power proposed to be given to the Board of Trade by the 11th clause of the Bill, 1183——There is a great similarity of system in most of the railways, although the details are very different, 1174*——Witness's railways were represented at the railway conference at Birmingham; witness concurred in the recommendations then made, 1175*, 1176*——One of the resolutions then come to contemplated a uniform system of regulations, with regard to signals, as applicable to all railways, 1176*–1179*——Why there would be great danger in there being somewhere a power of enforcing the adoption of some general system of regulations contemplated by the railway conference, 1180*–1184——Uniformity, as far as it can be obtained, is important; it should be obtained by recommendations rather than by absolute control, 1185–1188.

General objections with respect to the discretionary power, 1190–1195——A limitation of 15 minutes is inapplicable to any short line, such as the Greenwich, and also to longer lines where the stations are very near one another, 1196–1198——Extent to which they have time-tables on the London and Greenwich line, 1199—— Regulations for the trains that come upon the Greenwich Railway from the Croydon line; precautions taken in foggy weather, 1200–1217——There has never been any accident at the junction, and about 70,000 trains have passed over that point since the Croydon Railway was opened, 1218——There was one accident close to the London station, in a thick fog, from the neglect of the engine driver not observing the signal, 1219–1224——Means of giving information to the Croydon train at night whether a train is coming, 1225, 1226 —— Circumstances of an accident that occurred not long ago on the Greenwich line, there was time to stop the next train before it came up, there being 15 minutes' interval between the starting of the trains; if there had been but five minutes it would have been sufficient, 1227–1237.

There would be no good obtained by attempting to control any companies as to the interval between the starting of the trains, 1238–1243——Why the police force on a line of railway should be determined with reference to the receipts of the company, 1244–1246—— Examination as to the arrangements that must be made between the Greenwich, Croydon, Brighton, and Dover Railways; the Greenwich, as proprietors of the terminus, have the power of preventing the trains from starting too near each other, 1247–1257—— Disagreement between the Croydon and Greenwich on the subject of the station at the terminus being altered, 1258–1269——Accidents have occasionally happened on the Greenwich Railway by the trains getting off the line, but not to life or limb, 1270, 1271——Papers delivered in and read, *Ev. p.* 108, 109.

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Experiments. The railway department of the Board of Trade have invariably recommended the inventors of springs to address themselves to the different companies for encouragement, *Sir F. Smith* 7——The regulations of the Board of Trade are not to require any thing which has not been tried on some railway for a length of time, *Sir F. Smith* 49–52.

Extra Trains. On a well-regulated railway fast extra trains are not dangerous, *Booth* 303–305——Extra trains were once dispatched very frequently on the Great Western, as for Prince Albert and for the Monmouth Trials, *Saunders* 2043–2045——In some cases extra trains may be attended with great danger, but not with ordinary caution, *Saunders* 2081–2083.——*See* also *Monmouth Expresses. Prince Albert.*

F.

Fences. Want of attention to the fences has allowed cattle to stray upon the line, and caused the oversetting of the engine, *Sir F. Smith* 7——It is important that the Board of Trade should possess a power as to upholding fences, *Booth* 193. 198–200.

Fog. Liability to difficulties in foggy weather, *Booth* 274–277——The risk is so small as not to be set against the interruption of the traffic, *Booth* 278——Rules proposed at the Birmingham conference to be observed during a fog, or in thick weather, *App. p.* 183.

Fog-signals. Attention paid to the invention of fog-signals; if any be adopted by the principal lines, the Board should have power to enforce it on others, *Sir F. Smith* 156.

G.

Gates. An improper opening of gates has led to the straying of sheep and other animals on the lines, which have thrown some of the carriages off the rails, *Sir F. Smith* 7—— Order proposed at the Birmingham conference to be given to gatemen and policemen, *App. p.* 183.

Gauge. A wide gauge is objectionable, *Stephenson* 1529–1537——Comparative widths of the gauges of the great railways, *Stephenson* 1530–1535——Curves upon a wide gauge are more dangerous for velocity than upon a narrow gauge, *Stephenson* 1536, 1537.

Grand Junction Railway. Letter received from the Board of Trade, under the 11th clause of the Act, calling on the directors for an answer to certain charges made against them by Messrs. Pickford & Co. the carriers; nature of the charges, *Swift* 494, 495. 504–516——Complaint as to the conduct of the Board of Trade, *Swift* 496–501——The Grand Junction Railway Company had no apprehension that the provisions for the Board of Trade were used to settle private disputes between the company and the carriers, *Swift* 517–529——The company ought not to have Pickford's going against them at the same time as the Board of Trade on the same points, *Swift* 533, 534—— Vexatious restraints and loss of time to which second-class passengers are subjected by the regulations of the Grand Junction Company, *Baxendale* 1813–1815——The Grand Junction Company did not attend the meeting at Birmingham, *Brunel* 876.
See also *Carrying Department.*

Great Western Railway. Regulation adopted on that railway to prevent two trains on different rails from ever crossing at a station, *Brunel* 584–589——Average speed, exclusive of stoppages, *Brunel* 743–749.

Greenwich Railway. Regulations for the trains that come upon the Greenwich Railway from the Croydon line; precautions taken in foggy weather, *Entwisle* 1200–1217—— Means of giving information to the Croydon train at night whether a Greenwich train is coming, *Entwisle* 1225, 1226.

Guard-rail. Leaving an interval between the wheel and the guard-rail, tends to prevent the engine being thrown off the line, *Brunel* 610–614——Upon some railways it is better to incur the blows, than to have the guard-rail wider, *Brunel* 615–618.

Guards. The regulation that the guard should keep a journal would lead to no practical good, *Booth* 383–387——The nature of the office of guard explained, *Lawes* 1879–1882.

H.

Hull and Selby Railway. Caution required in packing the goods; cause of the accident on the Hull and Selby line, *Sir F. Smith* 23–29.

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I.

Improvements. Improvements in the regulations of different railways will be stopped at once, if any particular system of regulation is ordered to be adopted by all, *Brunel* 583. 600–602——The railway companies, if left to themselves, will continue to select from all they see going on that which is the best, *Brunel* 869, 870.

Influence of Railway Companies. The great companies would have most influence with the Board of Trade, and might make it an instrument of injustice upon the smaller lines, for their own interests, *Saunders* 2000–2003.

See also *Arbitration. Board of Trade. Discretionary Power.*

Interval between Trains. The Board of Trade may not require a longer interval between the trains than 15 minutes, *Sir F. Smith* 55, 56——An interval of 15 minutes or less is required, according to the gradients; instance of the London and Birmingham, *Sir F. Smith* 57, 58——The necessity for 15 minutes' interval would not apply where slow trains follow fast trains, *Sir F. Smith* 91——The Board may allow trains to run at less intervals than 15 minutes, if they see proper precautions used, as on the Greenwich line, *Sir F. Smith* 92–96——No general regulation could be made putting a limit to the powers of the Board of Trade, as to the interval between the times of starting of the trains, *Booth* 243——It is not possible practically to prescribe any certain interval between the passage of trains at every station, *Booth* 314–327.

Ten minutes is a perfectly safe interval to elapse between one train succeeding another, supposing both trains to go at the same speed, *Chapman* 1047–1049. 1102–1105——In the day time it is safe for one engine to follow another with an interval of only one minute, *Booth* 244–247——An interval of 15 minutes is more than is necessary, *Booth* 259–264. 307–310——Inconvenience in having 15 minutes' interval between heavy and light trains, *Booth* 270, 271.

Wording of the 11th clause, as to the 15 minutes' limit, *Brunel* 706——The shorter the line the less the interval between the starting of the trains may be, *Brunel* 713–717——Regulations with regard to the intervals between the starting of the trains that are enforced and observed on all railways, *Brunel* 718–720——The 15 minutes' interval is discretional; difficulty of making time the measure of the interval, unless the speed of all the trains was uniformly alike, as on the Blackwall Railway, *Chapman* 990–1029——Fifteen minutes is little enough interval between passenger trains, *Bury* 1553——A limitation of 15 minutes is inapplicable to any short line, such as the Greenwich, and also to longer lines where the stations are very near one another, *Entwisle* 1196–1198——Circumstances of an accident that occurred not long ago on the Greenwich line; there was time to stop the next train before it came up, there being 15 minutes' interval between the starting of the trains; if there had been but five minutes it would have been sufficient, *Entwisle* 1227–1237.

J.

Junction Lines. The interests of two adjoining companies will lead them to make beneficial arrangements for the traffic, *Saunders* 2005, 2006——It is the interest of a trunk railway to make the best arrangements it can for the traffic coming from branches, *Saunders* 2007——The engines of two companies could never work a line without having mutual regulations to insure safety, *Saunders* 2086.

Junctions. Trains coming to a junction with another line should either stop, or bring up as nearly as they can, *Smith* 77–80——All junctions require a great deal of caution, *Sir F. Smith* 78——The Bill might prevent the Board from enforcing such a regulation as the stoppage, or bringing up of a train on arriving at the junction of two lines, unless "stations" was introduced, *Sir F. Smith* 81–86.

L.

Laing, Samuel. (Analysis of his Evidence.)—Conducts the legal department and general business and correspondence, in connexion with the railway department of the Board of Trade, 1272——Proceedings of the Board of Trade with reference to the case of Pickford & Co. v. The Grand Junction Railway Company, 1273–1277——Memorial addressed to the Board of Trade, by Mr. Baxendale, on the part of Pickford & Co., complaining that the Grand Junction Company had infringed the provisions of their Acts of Parliament with respect to carrying on the railways, 1273, 1274——Proceedings of the Board of Trade on the subject; objections of the Grand Junction Co. to these proceedings, 1274, 1275——Opinion expressed by the Committee on Railways in their second report (1839), p. xiv., "that some superintending body will be required to protect the weak against the strong, and counteract the evils incident to monopoly," 1275——An action is pending that involves one of the principal points raised by Mr. Baxendale in his memorial, 1276, 1277——Enumeration of the duties connected with railway concerns

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Laing, Samuel. (Analysis of his Evidence)—*continued.*

cerns since the Act of last session, and names of the parties on whom these duties devolve, 1278–1290——The railway department of the Board of Trade costs the public about 1,400*l.* a year, 1292——One clerk was added to the Board of Trade on the establishment of the railway department, 1293——Line of conduct usually adopted by witness when accidents occur during the absence of the Board of Trade, 1294–1301——Further remarks respecting Mr. Baxendale's application, 1302–1311——The Board of Trade will not be able to carry out all the powers of the New Act without incurring a small additional expenditure, 1312, 1313.

Laing, Mr. Satisfaction given to the railway companies by Sir Frederic Smith and Mr. Laing, *Saunders* 2135.

Lawes, John M. (Analysis of his Evidence.)—Manager of the Manchester and Leeds Railway, 1832–1834——Uniformity of system on the railroads throughout England is indispensable to safety; there should be some power established, for the framing and enforcing of general regulations, 1839——Inquiry whether the Board of Trade should be that power, and whether it should act by coercion, or by suggestion only, 1841–1843——The want of uniformity of system is most observable with regard to signals, and to the regulations for trains following each other, 1844——The suggestions made by the conference at Birmingham were very questionable; those in particular relative to signals were preposterous and founded on ignorance, 1845–1850——The subject of signals discussed, 1851–1855——The subjects of speed and time discussed, 1858–1862. 1864–1866——Mode of surveillance and discipline by which engine drivers are kept obedient to orders, respecting speed and time, 1867–1877.

The nature of the office of guard explained, 1879–1882——Particulars respecting the North Midland to Leeds; rate of speed, number of stations and trains, &c., 1883–1896——There are certain regulations upon almost all railways that have emanated from the Manchester and Liverpool, 1898–1900——General character of the Manchester and Leeds Railroad, 1901–1907——The accident which happened to a foreman of an engine shed was caused by his own neglect of duty, 1908–1913——Whether the assistant engine should not be always placed in front, 1914–1916——Names of railways over which the line travels between Manchester and London, 1917–1921——Whether, except for the prevention of accidents, it would be expedient to subject the directors and managers of railroads, to the interference of the Board of Trade, 1922–1930——The reports of directors are not worthy of much attention, 1931–1934——Practical remarks on breaks; productive of safety when attached to carriages, not so when applied to engines, 1935–1943——The code of signals is almost general; description of the red light, 1944–1947.

Witness cannot yet form a decided opinion on the merits of self-acting breaks, 1948, 1949——A goods carriage placed before and after a train contributes more to safety than buffers, 1950–1954——Names of the places whence the passenger traffic of the Manchester and Leeds line is derived, 1955, 1956——Description of elm-buffer applied instead of buffer-springs to goods-carriages, 1961–1963——Further remarks on the advantage of mixing goods-trucks with passenger carriages, 1964–1976.

Local Interests. Improbability of local interests interfering with general arrangements on a line, *Saunders* 1997–1999.

Locomotives. It was not originally intended that locomotive-engines should be all under one power, as they now are, *Baxendale* 1794.

Luggage Trucks. Caution required in packing the goods; cause of the accident on the Hull and Selby line, *Sir F. Smith* 23–29——Luggage is usually taken with the third-class passengers; on the Manchester and Leeds, goods are carried by all the trains, *Sir F. Smith* 31–33——Trucks with goods are not so safe as passenger trains, if loaded to a great height, *Sir F. Smith* 39——The Board of Trade would have a right to prevent the union of passenger and luggage trains if they saw cause of danger, *Sir F. Smith* 41–43——Greater care is required in the construction of luggage-waggons when they go with passenger-trains, *Sir F. Smith* 22——Remarks upon the disposition of the luggage trucks, *Bury* 1604–1606——Remarks on the advantage of mixing goods-trucks with passenger carriages, *Lawes* 1964–1976.

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Mail Trains. Trains worked by the Post-office regulations are more regular than others, *Bury* 1639——The mail trains stop at fewer stations than others, *Bury* 1658.

Maintenance of the Way. It is not necessary that the Board of Trade should have power as to the sufficient maintenance of the permanent way, or the sufficient construction of the carriages, *Booth* 194, 195.

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Manchester and Leeds Railway. Luggage is usually taken with the third-class passengers; on the Manchester and Leeds, goods are carried by all the trains, *Sir F. Smith* 31–33——On this line much attention is paid to the safety of passengers, although there may be an appearance of confusion, *Sir F. Smith* 40——General character of the Manchester and Leeds Railway, *Lawes* 1901–1907——Names of the places whence the passenger traffic of the Manchester and Leeds Railway is derived, *Lawes* 1955, 1956.

Manchester and Liverpool Railway. Ordinary trains starting from Manchester to Liverpool, and at what times, *Booth* 204–211——The interval between starting extra luggage trains is sometimes 10, but generally 15 minutes; there would be no practical inconvenience as to goods whether they go 5 or 10 minutes later or not, *Booth* 221–232—— It would be exceedingly inconvenient if they were limited to an interval of 10 minutes; reasons why a longer period would be inconvenient to the company and give dissatisfaction to the public, *Booth* 236–241. 292–295——There are many trains on the line, the property of private individuals, which come out of the sidings, *Booth* 248, 249. 252—— Regulations as to the coming on of a coal-train from the sidings before or after the passing of any other train, *Booth* 252–257——It would be better that the coal-trains should follow the other trains immediately, *Booth* 265, 266.

Regulation with respect to a fast train passing a slow one, *Booth* 272, 273—— Grounds upon which the practice of the fast trains coming after the slow ones, and sometimes passing them, is perfectly consistent with safety, *Chapman* 1050–1055—— The risk to passengers by the number of extra trains travelling at uncertain hours is small, and could not easily be avoided, *Booth* 258——Witness attributes, in some measure, the scarcity of accidents on the line to the very great traffic; the principles which have been successfully applied to this line, might gradually be applied to others, *Booth* 279–281.

Not much increase of traffic is to be expected, *Booth* 341, 342——Precautions taken at the Liverpool terminus with respect to buffers, *Booth* 442–464——Considering the circumstances of the railway, the regulations upon it are as good as possible, *Brunel* 842–851——There are certain regulations upon almost all railways that have emanated from the Manchester and Liverpool, *Lawes* 1898–1900.

Manchester and London. Names of railways over which the line travels between Manchester and London, *Lawes* 1917–1921.

Monmouth Expresses. Notice given and arrangements made on the Great Western for the Monmouth expresses, *Saunders* 2046–2051——Arrangement of the goods-trains on the Great Western to allow the Monmouth expresses to proceed, *Saunders* 2052–2055.

N.

Newspapers. Much mischief has been done to the companies by the great attention drawn to their accidents by the newspapers, *Brunel* 599.

North Midland Railway. There are upon the North Midland, with narrow rails, as powerful engines as upon the Great Western, *Brunel* 648–652——Particulars respecting the North Midland to Leeds; rate of speed; number of stations and trains, *Lawes* 1883–1896.

North Union Railway. Arrangements on the North Union Line respecting one train succeeding another, *Chapman* 1027–1046——Precautions taken on the line for getting impediments, such as workmen, &c. out of the way, in the case of special trains, *Chapman* 1106–1112——Arrangements made by the company with regard to those railroads with which it is united, *Chapman* 1113–1121——State of the line with respect to gradients and curves, *Chapman* 1167, 1168——Examination of carriages previously to their being used, *Chapman* 1169–1179.

Notice to Railway Companies. A month's notice would go a great way to obviate the chance of inexpedient interference, or any improper regulations being enforced by the Board of Trade on any company as to time, *Booth* 475, 476——Previous to the enforcement of Government regulations, ample notice should be given, and sufficient opportunity of remonstrance afforded, *Stephenson* 1458.——*See* also *Discretionary Power.*

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Opening of Railways. Most railways are opened too soon, *Stephenson* 1514–1517.

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Passing of Trains. Principle on the Great Western Railway on which a fast train goes by another train, *Brunel* 837–841——On the Manchester and Liverpool, *Chapman* 1050–1055.

Penalties. The 12th clause, respecting penalties in cases of railway companies disobeying the orders of the Committee of the Privy Council, is giving to the jury a power they are not very competent to exercise, *Booth* 288–291.

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Pickford & Co. The Board of Trade have declared that unless Pickford & Co. substantiate all or any of their complaints they will not interfere, *Swift* 549–551——Proceedings of the Board of Trade with reference to the case of Pickford & Co. *versus* The Grand Junction Railway Company, *Laing* 1273–1277——Memorial addressed to the Board of Trade by Mr. Baxendale, on the part of Pickford & Co., complaining that the Grand Junction Railway Company had infringed the provisions of their Acts with respect to the carrying trade, *Laing* 1273, 1274——Proceedings of the Board of Trade on the subject; objections of the Grand Junction Company to those proceedings, *Laing* 1274, 1275——An action is pending that involves one of the principal points raised by Mr. Baxendale in his Memorial to the Board of Trade, in the case of Pickford & Co. *versus* The Grand Junction Company, *Laing* 1276, 1277——Questions on which Pickford & Co. and the Grand Junction Company are at issue, *Baxendale* 1749——The case of the Grand Junction, in its disputes with the carriers, was not one in which it was intended that the Board of Trade should have power to interfere, *Saunders* 2107, 2108.

Policemen. The establishment of policemen must be in reference to the length of the line and the work done upon it, *Sir F. Smith* 122——A company should not be allowed to reduce the number of their policemen, without showing a proper cause, *Sir F. Smith* 123——It would be impossible for any person not having practical experience of the daily working of the line, to determine what number of policemen should be on a certain mile of road, *Brunel* 598——Any railway company under the pressure of financial difficulties would not, for their own interests, reduce the number of their policemen sufficiently to be dangerous to the public safety, *Brunel* 972–975——Suggestions respecting the best places for stationing policemen along the line, *Baxendale* 1713, 1714——Order proposed at the Birmingham conference to be given to gatemen and policemen, *App. p.* 183.

Post-Office. Alteration of system made by the Post-office, to secure punctuality on the Birmingham Railway, *Baxendale* 1698.

Prince Albert. Management of the traffic on the Great Western on the occasions in which Prince Albert had special trains; signals used, &c. *Saunders* 2056–2061.

Private Engines. Nothing could be more absurd than to put the engines of private individuals on the line, not sufficiently under the control of the company, *Saunders* 2084, 2085.

Prosecutions. The power possessed by the railway department of the Board of Trade, of instituting prosecutions, is a most horrible one, *Brunel* 694, 695——The power of appealing to the law at the public expense, against a very strong company, is very bad in principle, *Brunel* 754–761——Severity of the provision, that a railway company should be liable to prosecution at the public expense, at the orders of a Government department, which has power to call upon the company for documents which could be used in evidence, *Saunders* 2104, 2105.

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Railway Companies. List of the companies engaged in the opposition to the Bill before Parliament, *Brunel* 636–640——Suggestions have been made to one or two companies, which have been adopted, *Brunel* 916, 917.

Regularity. Regularity has increased on railways, generally; case of the South Western, *Sir F. Smith* 149, 150——Regulatity is a great element of safety, but being dependent upon various circumstances, cannot be insured by the 11th clause, *Saunders* 1995.

Regulations. If specific regulations as to buffer springs, or other means of preventing collisions, and as to the examination of passengers' carriages before each journey, are put into the Bill, the companies will know what is intended, *Booth* 190–192——The difficulty would in a great measure be removed by the Board of Trade laying down general rules on which railways should be conducted, leaving a latitude to the directors, under special circumstances, to depart from the rule, on stating the circumstances to the Board, *Booth* 489, 490——If the Board of Trade were to enforce as many regulations upon the companies as from their own sense of interest and responsibility they would be induced to adopt, they might as well shut up the railways, *Brunel* 679——When any arrangement is to be made, the Government engineer and the engineer belonging to the railway should discuss the point together, *Stephenson* 1456. 1460. 1463. 1466.

The revision every six months of each regulation, affords a further guarantee for the interest of the railway body, *Sir F. Smith* 6.

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Reports from the Railway Department. The officers should present periodical reports to the Board of Trade, and a minute should be made of the opinion of the president and vice-president; these should also be laid before Parliament, *Smith* 2145–2147.

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Responsibility of Directors. It will be more dangerous for the Government officers to superintend railways, in connexion with railway companies, than to do it alone, *Brunel* 633–635——A divided responsibility will lessen the security, *Brunel* 688–692——To what extent Government should interfere with the responsibility of railroad companies, *Stephenson* 1412–1414——Railway companies will be relieved of responsibility if the Board of Trade have power to enforce regulations, *Saunders* 1986——Unfairness of forcing a company to adopt regulations against their will, and then to make them liable for the consequences, *Saunders* 1987——The 11th clause will discourage progressive improvement by dividing responsibility, *Saunders* 1989.

See also *Discretionary Power. Regulations.*

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Safety of the Public. Necessity of giving responsible officers power to enforce compliance with their suggestions for securing the public safety, *Sir F. Smith* 6——Nothing on the part of any central Board can approach the feeling of interest the companies feel in providing for the public safety, *Brunel* 599——Inutility of the attempt of an impartial authority attempting to elicit from each individual that part of his system most likely to conduce to the public safety, *Brunel* 866–868——The companies are not disposed to stint their expenditure in anything connected with the public safety, *Brunel* 629–632. 976–982——The objection to the power of the Board of Trade would be mitigated if it were confined to cases connected with the public safety, *Saunders* 2106.

Saunders, Charles Alexander. (Analysis of his Evidence.)—Secretary to the Great Western Railway Company, 1982, 1983——The 11th clause of the Bill is in every respect objectionable, and would not tend to the public safety, 1984, 1985——Railway companies will be relieved of responsibility if the Board of Trade have power to enforce regulations, 1986——Unfairness of forcing a company to adopt regulations against their will, and then to make them liable for the consequences, 1987——The clause will discourage progressive improvement by dividing responsibility, 1989——The public would blame the Board of Trade instead of the directors in cases of accident, 1990——The Board of Trade already has the power of making suggestions, to which the companies have on all occasions attended, 1991——Hardship of an arbitrary power of enforcing uniformity upon various railways under different circumstances, 1992, 1993——Or of forcing any minor railways to adopt any course for the convenience of a larger line, 1994——Regularity is a great element of safety, but being dependent upon various circumstances, cannot be ensured by the clause, 1995.

The management of railways is in the hands of eminent commercial men and gentlemen of property interested in railway communication, and any interference with them would be injurious, 1996——Improbability of local interests interfering with general arrangements, 1997–1999——The great companies would have most influence with the Board of Trade, and might make it an instrument of injustice upon the smaller lines for their own interests, 2000–2003——A tribunal to which the companies might appeal would be desirable, 2004——The interests of two adjoining companies will lead them to make beneficial arrangements for the traffic, 2005, 2006——It is the interest of a branch railway to make the best arrangements it can for the traffic coming from branches, 2007——A controlling authority would not be able to adjust misunderstandings between the directors of different lines, 2008——If two companies nominated each an arbitrator and they could not agree, the Board of Trade would be a fit authority for appointing an umpire to decide between them, 2009–2017——This might be done in cases affecting the safety of the public, but not in questions of price and money, 2018.

Injustice of compelling one railway to adopt the arrangements of another, as in the carrying department of the London and Birmingham and Grand Junction lines, 2019, 2020——Arrangements made between the Great Western and the Bristol and Exeter, and Swindon and Cheltenham lines, for working the branches, 2021–2034——Objections to the use of time tables under all circumstances, especially where the traffic is uncertain, 2035–2039——The servants of the company should always be upon the look-out for trains, whatever may be put down in the time tables, 2040——Extra trains are attended with rather more risk than others, 2042——Extra trains were once despatched very frequently on the Great Western, as for Price Albert and for the Monmouth trials, 2043–2045——Notice given and arrangements made for the Monmouth expresses, 2046–2051——Arrangement of the goods train to allow the Monmouth express to proceed, 2052–2055.

Management of the traffic on the occasions in which Prince Albert had special trains, signals used, &c. 2056–2061——An engine cannot be made always to keep time, as parts of the machinery may get out of order, and its load is uncertain, 2062——A train arriving at a station too soon, waits till the time has expired, 2063, 2064——If an engineman always arrived before his time, the circumstance would be reported and investigated, 2065–2067——The way bills are made up by the clerk at each station, and entrusted to the conductor of the train, who makes remarks upon them, and gives them to the superintendent at the end of the journey, 2068–2076——The advantage of a way

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Saunders, Charles Alexander. (Analysis of his Evidence)—*continued.*

bill is, that it shows whether any irregularity is the fault of the mechanical power, or of the servants of the company, 2077–2080——In some cases extra trains may be attended with great danger, but not with ordinary caution, 2081–2083——Nothing could be more dangerous than to put the engines of private individuals on the line not sufficiently under the control of the company, 2084, 2085——The engines of two companies could never work a line without having mutual regulations to ensure safety, 2086.

On the Manchester and Liverpool line it would be better to have no time tables, and to rely upon the constant vigilance of the men, as the traffic of the junction lines is so uncertain, 2087——The arrangement of the traffic from the branches upon a main line is left entirely to the directors of the latter, and their responsibility ought not to be interfered with, 2088–2090——The main line would never limit the quantity of traffic from a branch, but might distribute it according to the most convenient times, 2091–2094——The main line would not have power to charge higher tolls to branch railway carriages in order to bring the company to terms, 2095–2100——It would be very unjust to oblige a company to apply stations built at their own expense to any purpose for the advantage of another party, 2101——Railway companies disagreeing as to an Act of Parliament, should have their remedy in the ordinary course of law, 2102, 2103——Severity of the provision that a railway company should be liable to prosecution at the public expense at the orders of a Government department, which has power to call upon the company for documents which could be used in evidence, 2104, 2105.

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Saunders, Mr. Papers referred to in the answer to question 796, in the evidence of Mr. Brunel, delivered in by Mr. Saunders, *App. p.* 181.

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1. *Generally.*
2. *Importance of Uniformity upon different Railways.*

1. *Generally:*

Any increase in the number of signals at all beyond what is absolutely necessary is very mischievous, as it complicates the system, *Brunel* 589——Either an excellent code of signals, accurately observed, or a considerable space of time between the departure of the trains is necessary to ensure the safety of passengers, *Brunel* 727–733——Observations with respect to the 10 minutes' signal, *Brunel* 762——Manner of giving signals on the Liverpool and Manchester Railway, *Booth* 306——If signals were perfect, trains could not approach each other unawares, *Stephenson* 1488——Self-acting signals should be adopted: various plans for the purpose have been suggested, *Stephenson* 1489, 1490.

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Importance of an uniformity of signals, especially on lines in connexion with each other, *Sir F. Smith* 156——Advantage of all railways adopting, as nearly as circumstances will permit, an uniform system, *Booth* 465–474. 477; *Chapman,* 1008–1020; *Stephenson* 1408–1410; *Bury* 1558, 1559——The adoption of a more general system of signals should

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SIGNALS—continued.

2. *Importance of Uniformity upon different Railways*—continued.

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Opinion of the conference at Birmingham on the uniform system of signals, *Bury* 1561——The suggestions made by the conference at Birmingham were very questionable; those in particular relative to signals were preposterous, and founded on ignorance, *Lawes* 1845–1850——Code of signals recommended at the Birmingham conference to be observed on all railways, *App. p.* 183——Regulations proposed at the Birmingham conference as to signals, *App. p.* 184.

Small Parcels. Remarks upon the disputed question about small parcels, *Baxendale* 1784–1792. 1795.

Smith, Lieut.-colonel Sir *Frederic.* (Analysis of his Evidence.)—Inspector-general of railways, 1——The 11th clause of the Bill before Parliament is not injurious to the railway proprietors, but is calculated to give confidence to the public, 3——It would be impossible to define the extent to which Government interference should be limited, 4——In the present state of railway knowledge, with accidents constantly arising from different causes, the power of the railway department could not be minutely defined; a discretion is required to be vested in responsible officers, 5——Necessity of giving them power to enforce compliance with their suggestions for securing the public safety, 6——Points upon which the Board of Trade should have power to issue regulations; the proper maintenance of the way, upholding the fences, safe construction of the carriages and engines; the use of breaks and buffer springs, 7, 8——Buffer springs are always used in the first-class carriages, but not in the second and third class, 9–11.

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SPEED:

1. *Power that should be given to the Board of Trade in respect of Speed.*
2. *Opinions and Facts with reference to the Speed of Railway Travelling.*
3. *Adjustment of Speed along a Line.*

1. *Power that should be given to the Board of Trade in respect of Speed:*

The Board of Trade would not have power to prescribe the maximum rate of speed; this would not be affected by time tables, *Sir F. Smith* 44–48——The Board of Trade should possess a discretionary power of prescribing the maximum velocity, *Stephenson* 1427–1429. 1462. 1476–1479——Suggestions respecting the regulation of speed, *Stephenson* 1421–1426.

2. *Opinions and Facts with reference to the Speed of Railway Travelling:*

A speed of forty miles an hour cannot be exceeded with safety to the public; that would be too much on some lines, *Booth* 338–340. 357–368——With respect to public safety, the companies are so anxious to make proper regulations that other regulations

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SPEED—continued.

2. *Opinions and Facts with reference to the Speed of Railway Travelling*—continued.

lations are not necessary; special regulations with regard to speed, *Booth* 369–375——Case of an engineer punished on the Liverpool and Manchester line for going beyond the prescribed speed, *Booth* 376-382——Upon a perfectly straight level the same degree of speed is safe which would be dangerous upon a slight curve, *Brunel* 750-752——No railway speed, even under the most favourable gradients, should exceed 40 miles an hour, *Stephenson* 1441. 1474——On curved lines the speed should be reduced to 24 or 25 miles an hour, *Stephenson* 1443——A maximum speed, applicable to the whole line, cannot be prescribed, it must be regulated from station to station, *Stephenson* 1444——Different rules for heavy luggage trains and passenger trains are necessary; the former paying less would have less speed, *Stephenson* 1449, 1450——The Great Western Railroad is so favourably circumstanced, and so level, that greater speed may be permitted than on any other line, *Stephenson* 1473——Railroad travelling is safer than by coaches, except when the velocity is too great, *Stephenson* 1480——Coach travelling at 12 miles an hour is more dangerous than railway travelling at 40, *Stephenson* 1481——The eye is not affected by any velocity if looking forward, it is only when looking laterally that it cannot judge perfectly, *Stephenson* 1498——Whether an engine-driver has the same control over the engine when going at a high rate of speed as at a moderate one, *Stephenson* 1495–1497. 1499, 1500.

3. *Adjustment of Speed along a Line:*

If by any accident a train should be delayed upon the road, it should not accelerate its speed; the succeeding train should draw off its speed, *Stephenson* 1486, 1487——Circumstances by which irregularities in time are occasioned, *Bury* 1649–1657——No train should be allowed to overrun its time, whether it stops at 3 stations or at 20, *Bury* 1661–1664——On the Birmingham line, if a train arrives at a station before its time, that train has to wait there, *Bury* 1665, 1666——So also on the Great Western, *Saunders* 2063, 2064——If an engine-man always arrived before his time the circumstance would be reported and investigated, *Saunders* 2065–2067——The speed on the London and Birmingham was regulated by the Board of directors, *Baxendale* 1694.

Circumstances which render it difficult to regulate speed, *Baxendale* 1696, 1697——An engine cannot always be made to keep time, as part of the machinery may get out of order, and its load is uncertain, *Saunders* 2062.

Stations. It would be very unjust to oblige a company to apply stations built at their own expense to any purpose for the advantage of another party, *Saunders* 2101.

Stephenson, George. (Analysis of his Evidence.)—Railways with which witness has been connected, 1314–1316——Breaks are the most important means of safety; principle of self-acting breaks explained, 1320–1322——They have not been much used; lines on which they have been tried, 1323–1335——There should be breaks upon all the carriages, as it is not known how they may be divided, 1336, 1337——It is not enough to have breaks to the engine, the momentum of the carriages must also be stopped, 1338——If the coupling-chains broke on going up an inclined plane, the carriages without breaks would be liable to run down, 1339——The Northern and Eastern line is nearly level, but the company are having breaks put to all their carriages, 1340–1342——By applying breaks to each carriage there is less wear and tear, as the wheels are not stopped, but only checked throughout the train, 1343–1347——There would be no hardship in compelling railways that carry passengers to have breaks, 1348–1350——Companies, as soon as they know the advantage of self-acting breaks, will readily adopt them, without any law, 1351–1354——The quantity of breaks required, if not self-acting, would depend upon the gradients and other circumstances on each line, 1355–1362——The accident on the Eastern Counties Railway might have been prevented had there been self-acting breaks, 1363–1368——If they were to be out of order, and not to act, it would only be the same as if they were not there, 1369–1374.

Should one train be at rest and another come up and run against it, the breaksman can relieve them both merely by turning a handle, 1375–1377——This contrivance, by which one man can manage so many breaks, is merely a connecting lever running along the coaches, 1380, 1381——This lever is so simple that it keeps in constant good condition, 1382——Had the action of this lever been fully understood, the Manchester and Liverpool Railway would not have discontinued its application, 1383——These self-acting breaks might be applied to carriages not previously constructed for them, at an expense of 5 *l.* to 10 *l.* each, 1385——Had these breaks been applied to the carriages of the Eastern Counties Railroad many of them would have been stopped before they came up to the engine, and further calamity prevented, 1386–1388——The self-acting break cannot come into operation till the engine itself is beginning to stop, nor can it be wanted in any other case, 1389–1394——The break would not act in ascending an incline, 1395.

The accident which occurred upon the North Midland line would have been partially prevented had there been breaks on the carriages, 1396–1401——Accidents usually

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Stephenson, George. (Analysis of his Evidence)—*continued.*

occur so suddenly as to prevent the breaksman applying this precaution, the only one known, 1403, 1404——Action of the lever explained, 1405——It is most desirable that some regulations with regard to signals should be generally adopted, 1408–1410——To what extent Government should interfere with the responsibility of railroad companies, 1412–1414——The adoption of a more general system of breaks and signals should be enforced, 1416——The Board of Trade should have the power of interfering with the times of departure of the trains, to prevent unfair competition, 1417, 1418——Time-tables should be adopted upon all railways, 1419, 1420——Suggestions respecting the regulation of speed, 1421–1426——The Board of Trade should possess a discretionary power of prescribing the maximum velocity, 1427–1429.

The engineer of a company should be locally and practically acquainted with the circumstances of the railroad over which he presides, 1432, 1433——The mere theorist might suggest rules respecting velocities and loads, 1434, 1435——The time-tables are arranged so as to allow the engines to increase in speed upon the favourable parts of the line, 1437–1440——No railway speed, even upon the most favourable gradients, should exceed 40 miles an hour, 1441. 1474——On curved lines the speed should be reduced to 24 or 25 miles an hour, 1443——A maximum speed applicable to the whole line must be prescribed; it must be regulated from station to station, 1444——Different rules for heavy luggage trains and passenger trains are necessary; the former paying less, would have less speed, 1449, 1450——It is desirable that some central department should examine the time-tables of the different lines of railway, and so ascertain whether or not an undue rate of speed was used, 1455——When any arrangement is to be made, the Government engineer and the engineer belonging to the railway should discuss the point together, 1456. 1460. 1463. 1466.

Government should have it in their power to enforce their own regulations, 1458——Previous to their enforcement, ample notice should be given, and sufficient opportunity of remonstrance afforded, 1458——The rate of speed should be regulated by the Board of Trade, 1462. 1476–1479——Signals should be under the regulation of the Board of Trade, 1463. 1466——The Great Western Railroad is so favourably circumstanced and so level, that greater speed may be permitted than on any other line, 1473——Railroad travelling is safer than by coaches, except when the velocity is too great, 1480——Coach travelling at 12 miles an hour is more dangerous than railway travelling at 40, 1481——If by any accident a train should be delayed upon the road, it should not accelerate its speed, but the succeeding train should draw off its speed, 1486, 1487——If signals were perfect, trains could not approach each other unawares, 1488.

Self-acting signals should be adopted; various plans for the purpose have been suggested, 1489, 1490——Inquiry whether six-wheeled engines are preferable to four-wheeled, 1491–1493. 1526——whether an engine-driver has the same control over the engine when going at a high rate of speed as at a moderate one, 1495–1497. 1499–1500——The eye is not affected by any velocity if looking forward, it is only when looking laterally that it cannot judge perfectly, 1498.

Discussion respecting the nature and extent of the control to which railway companies should be subjected by the Board of Trade, 1501–1513. 1518. 1538–1542——Most railways are opened too soon, 1514–1517——It is not possible to dispense with the use of breaks, 1521–1525——Opinion respecting the construction of railways, 1527, 1528——A wide gauge is objectionable, 1529. 1537——Comparative widths of the gauges of the great railways, 1530–1535——Curves upon a wide gauge are more dangerous for velocity than upon narrow, 1536, 1537.

Stoppage of Trains. The stoppage of trains, in the clause, refers to stoppage at particular stations, and not for the prevention of accidents, *Sir F. Smith* 59. 67, 68.

Supervision of Railways. One advantage of the supervising authority is, that it would afford the means of concentrating a knowledge of the dangers, as well as the security of railway travelling, *Sir F. Smith* 6——All the companies would consider the convenience of the public to so great an extent, irrespectively of their own individual advantage, as to render anything like a supervising authority upon this subject unnecessary, *Chapman* 1142–1148——The railway companies contend that no central authority is competent, in the present state of knowledge, to issue regulations as to the general traffic of the kingdom and the safety of passengers, *Booth* 167–183. 247. 286, 287——A Board of supervision to ascertain what is going on on all railways, or to communicate improvements, would be very useful, *Booth* 282–285——No efficient superintendence can be exercised by any officer appointed by a public Board, *Brunel*, 619–623——There is no objection to supervision, but a great objection to a supervising authority, because that authority cannot act judiciously, *Brunel* 654*–660——Government should have it in their power to enforce their own regulations, *Stephenson* 1458——There is no reason why railway companies should have a power over them more than other undertakings, *Saunders* 2109, 2109*——Railway companies should be put under such restrictions as to secure to the public the benefit originally intended by Parliament, *Baxendale* 1731–1735. 1737–1739.

Swift,

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Swift, John. (Analysis of his Evidence.)—Witness and his partner are solicitors for the Grand Junction and Liverpool and Manchester Railways, 491, 492——Letter received from the Board of Trade, under the 11th clause of the Act, calling on the directors for "an answer" to certain charges made against them by Messrs. Pickford & Co., the carriers; nature of the charges, 494, 495. 506. 516——Complaint as to the conduct of the Board of Trade, 496–501——The Board of Trade having discretionary powers, might feel themselves compelled to use them injuriously to companies, 502–503——The Grand Junction Railway Company had no apprehension that the provisions for the Board of Trade were used to settle private disputes between the companies and the carriers, 517–529——The Board of Trade have not a similar provision with regard to canals, 530–532——The company ought not to have Pickford going against them at the same time as the Board of Trade on the same points, 533–544.

Danger of the Board of Trade having discretionary power which they feel they must, if called on, exercise, and it may be prejudicially, 545–548——The Board have declared that unless Pickford & Co. substantiate all or any of the complaints they will not interfere, 549–551——It is the especial duty of the Board to see that the several provisions contained in all Acts of Parliament having reference to railways, are duly observed, so far as the public interest is concerned, 552–559.

Swift, Mr. *J.* Letter from Mr. J. Swift to Lord Seymour, complaining of the evidence given by Mr. Joseph Baxendale before the Committee, *App. p.* 185.

T.

Tail-lamps. Necessity of having two tail-lamps to the last carriage of a train; liberal allowance on the Great Western, *Sir F. Smith* 156.

Taylor's Junction. On examining an accident at Taylor's Junction on the York and North Midland, witness suggested a greater number of servants and they were added, *Sir F. Smith* 124——The accident at Taylor's Junction would have been less likely to have happened if the system of signals adopted on the Great Western had been used there, *Brunel* 918, 919.

Thompson, Colonel. Colonel Thompson recommends that upon new lines the speed should be limited to 20 miles an hour; this suggestion appears absurd, *Brunel* 567——Suggestions of Colonel Thompson with respect to speed on railways; intervals between the starting of trains; staking of sleepers, *Brunel* 566–570——These suggestions are not included in those which have been made to the Board of Trade by the officers of the railway department, *Brunel* 571.

Time Tables:

I. *Use of Time Tables generally; Expediency of enforcing the Use thereof considered.*

II. *On particular Lines:*

1. London and Birmingham.
2. Great Western.
3. Greenwich.
4. Manchester and Liverpool.

I. *Use of Time Tables generally; Expediency of enforcing the Use considered:*

On some lines time tables may be accurately observed, *Sir F. Smith* 145–148——The rule, "that the proper time of arrival at stations should be adhered to strictly," does exist throughout all the lines, *Chapman* 1056–1068——Time tables should be adopted on all railways, *Stephenson* 1419, 1420——Time tables are one of the most important elements of safety, *Bury* 1552——It is desirable that some central department should examine the time tables of the different lines of railway, and so ascertain whether or not an undue rate of speed was used, *Stephenson* 1455.

The introduction of the clause as to a time table would prohibit the starting of any extra trains at all, if the Board of Trade issued a strict regulation, *Booth* 267–269——Trouble and expense that railway companies would be put to if they were required to transmit periodically to the Board of Trade accounts of the manner in which the time tables were observed by the trains, illustrated in the case of the North Union, *Chapman* 1079–1101——The companies are the best parties to determine what times will suit the neighbourhood of a station, but it should rest with the Board of Trade to see that they are properly kept, *Bury* 1643–1647——Regularity and punctuality are essential to safety; time tables should be used in the working of trains, *Baxendale* 1691–1693——Objections to the use of time-tables under all circumstances, especially where the traffic is uncertain, *Saunders* 2035–2039——The servants of the company should always be upon the look-out for trains, whatever may be put down in the time tables, *Saunders* 2040.

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II. *On particular Lines:*

1. London and Birmingham:

No discretionary power is allowed in working the time tables to persons directing the advance of the trains on the London and Birmingham Railway, *Baxendale* 1699–1702——The time tables are arranged so as to allow the engines to increase in speed upon the favourable parts of the line, *Stephenson* 1437–1440——There are two records kept of the time of arrival at stations, one by the police and another by the guards, *Bury* 1554——There are three returns made respecting the time of arrival, *Bury* 1555.

2. Great Western:

The regulations on the Great Western Railway, with respect to time tables, are very strict, but not more so than on the London and Birmingham, and many others, *Brunel* 573–582.

3. Greenwich:

Extent to which time tables are used on the London and Greenwich line, *Entwisle* 1199——The nature of the traffic on the Liverpool and Manchester Railway puts it quite out of the power of regulation by time tables, *Booth* 201. 202*, 203. 333–337.

4. Manchester and Liverpool:

On the Manchester and Liverpool line it would be better to have no time tables, and to rely upon the constant vigilance of the men, as the traffic of the junction line is so uncertain, *Saunders* 2087.

See also *Speed. Way-bills.*

Trains, A regulation of the Board of Trade would be invalid if it could be proved to interfere with the number of trains, *Sir F. Smith* 53, 54.

U.

Uniformity of Regulations. It requires a local knowledge of the peculiarities of a station to determine whether the regulation is a good one for it or not, *Brunel* 590–592——Each particular railway requires a particular set of rules, *Chapman* 1007——There are no two railways on which the regulations are the same, *Brunel* 641–647——Different arrangements involved by the difference in the number of wheels; difference in gradients and difference in cuttings, curves, &c. on different railways, *Brunel* 653, 653*——No theoretical system of regulations is likely to be right and is very likely to be wrong, *Brunel* 852——Uniformity of opinion would be more difficult to establish amongst the engineers of different railways than amongst the directors, *Brunel* 853–865——The attempt to generalize may improve some one, but it will make nine out of ten bad, *Brunel* 871——There is a great similarity of system in most of the railways, although the details are very different, *Entwisle* 1174——Uniformity, as far as it can be obtained, is important; it should be obtained by recommendations rather than by absolute control, *Entwisle* 1185–1188——Uniformity of system on the railways throughout England is indispensable to safety; there should be some power established for the framing and enforcing of general regulations, *Lawes* 1839——Inquiry whether the Board of Trade should be that power, and whether it should act by coercion, or by suggestion only, *Lawes* 1841–1843——It would be impossible for the Board of Trade advantageously to issue any general regulations applicable to all railways, *Chapman* 991. 1002–1004——Hardship of an arbitrary power of enforcing uniformity upon various railways under different circumstances, *Saunders* 1992, 1993——Hardship of forcing any minor railways to adopt any course for the convenience of a larger line, *Saunders* 1994.

See also *Regulations.*

W.

Way-bills. The way-bills are made up by the clerk at each station, and entrusted to the conductor of the train, who makes remarks upon them, and gives them to the superintendent at the end of the journey, *Saunders* 2068–2076——The advantage of a way-bill is, that it shows whether any irregularity is the fault of the mechanical power, or of the servants of the company, *Saunders* 2077–2080.——*See* also *Time Tables.*

Wheels. Improvements in the different kinds of wheels used on the Great Western Railway; blows upon the wheels, occasioned by having the guard rail narrow, are more injurious than having the guard rail wide, *Brunel* 603–609——Opinion with regard to the application of six wheels to engines and carriages, *Chapman* 1167, 1168——Inquiry whether six wheeled engines are preferable to four-wheeled, *Stephenson* 1491–1493. 1526.